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Mkhungo Nokuzola - ?



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

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AdvertQuote



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 2021-10-19

Closing Date: 2021-10-27

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Wentworth hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Wentworth Hospital Logistics Department

Date Submitted: 2021-10-19

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
321/21-22

Item Category: Goods

Item Description: Supply of staff uniform as per attached list

Quantity (If supplies): Various items

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: Download it from the website

QUOTES SHOULD BE DELIVERED TO: The blue tender box at the security gate

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Nokuzola Mkhungo

Email: Nokuzola.Mkhungo@kznhealth.gov.za

Contact Number: 031 460 5238

Finance Manager Name: Ms H.J. Nkomo

Finance Manager Signature:

No late quotes will be considered

OFFICIAL PRICE PAGE FOR QUOTATIONS

ZNQ NUMBER:

DESCRIPTION:

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	VARIOUS	REQUEST OF A SUPPLY OF STAFF UNIFORM				
	ITEMS	AS PER ATTACHED LIST				
NB: PROVIDE SAMPLE TOGETHER WITH THE QUOTATION						
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: N.P. Mkhunqo Tel: 031 460 52</p> <p>E-Mail Address: Nokuzola.Mkhunqo@kznhealth</p>	<p>Enquiries regarding technical information may be directed to:</p> <p>Contact Person: S. NAICKER Tel: 460 5130</p>
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health

Department:
Health
PROVINCE OF KWAZULU-NATAL

DIRECTORATE:

1 Boston Road, Jacobs 4026
Private Bag, Jacobs 4026
Tel: 031-460 5025 Fax: ***** Email: Phumla.makhanya@kznhealth.gov.za
www.kznhealth.gov.za

WENTWORTH HOSPITAL
PRIVATE BAG,
JACOBS 4026

SYSTEMS STAFF UNIFORM - 2021/2022

DESCRIPTION	COLOUR	SIZE	QUANTITY	PRICE	
Male Shirts (Long sleeve)	Powder Blue	36	X2		
Female shirts (Long sleeve)	Powder Blue	38	X2		
		42	X2		
Male Shirts (Long sleeve)	White	42	X3		
Male Shirts (Short sleeve)	White	38	X21		
		40	X3		
		42	X3		
Female Shirts (Short sleeve)	White	34	X3		
Male Shirts (Short sleeve)	Powder Blue	36	X2		
Female Shirts (Short sleeve)	Powder Blue)	34	X10		
		36	X20		
		38	X6		
		40	X20		
		42	X12		
		46	X2		
		48	X2		
		50	X2		
Female Shirts (Short sleeve)	White	34	X3		
		40	X15		
		46	X3		
Male Trousers (LONG)	Navy	30	X6		
		32	X4		
		34	X15		
		36	X6		
		38	X5		
Female Trousers (LONG)	Navy	34	X3		
		36	X2		
Female Skirts	Navy	30	X2		
		32	X6		
		34	X4		
		36	X18		
		38	X12		
		40	X24		
		42	X8		
		46	X2		
		48	X2		
		50	X2		
CONT.					

DESCRIPTION	COLOUR	SIZE	QUANTITY	PRICE	
Male Jersey	Navy	32	X2		
		34	X1		
		36	X6		
		38	X3		
		40	X2		
Female Jersey	Navy	Small	X1		
		Medium	X9		
		L	X17		
		XL	X11		
		XXL	X3		
Male Jacket	Navy	36	X2		
Freezer Jacket	Navy	30	X1		
		32	X1		
		34	X2		
Male Boiler Suite	Royal Blue	30	X4		
		32	X4		
		34	X7		
		36	X4		
		38	X3		
		40	X10		
		44	X6		
		92(36CM)	X18 *		
Male Boiler Suite	White	40	X3		
		44	X3		

Compiled By: P.H. Makhanya
Date: 18/10/2021
Systems Department

• KINDLY RETURN ALL DOCUMENTATION WHEN REPLYING



WENTWORTH HOSPITAL DISTRICT HOSP

SPECIFICATION

SUPPLY OF SHIRTS

SHIRTS:

SHIRTS, WHITE POPLIN LOUNGE WITH LONG SLEEVES

- MATERIAL:** White Shirting 65% Polyester and 35% Cotton. Crease resistant, wash and wear. Type P070 or P071.
- STYLE:** Attached collar, open front, double yoke, one CKS 34 top patch pocket with blunted corner. The top of the pocket shall have a hem of finished width 2,5 cm. The finished pocket must be 13,5 cm wide and 16 cm deep.
- COLLAR:** A one-piece semi stiff collar with a 3,2 cm stand and a fall of 3,8 cm at the centre back. The collar to be interlined with a fabric cut on the bias - each point of the collar to have an inter-lining collar stiffening patch the full width of the leaf-edge and 14 cm long, reinforced with a stiffener held in position by a 3,8 cm wide stiffening patch fused to the collar patch. The collar-stand interlined with fusible fabric to provide an adequate fold line.
- BODY BOTTOM:** Adequate length shaped up to seams and over locked all round.
- SEWINGS:** Spun polyester M80.
- MARKING:** Fast dye size tab to be sewn on each garment.
- COLLAR SIZE:** SMALL/MEDIUM/LARGE/XLARGE/XXLARGE

	ITEM NO.	DESCRIPTION
77	38-075 16	<p>TWO PIECE BOILER SUITS - ROYAL BLUE (CONTI-SUIT): CKS 129-31c. Fast dye size tab to be sewn on each garment.</p> <p><u>MATERIALS:</u> Type J54</p> <p><u>OUTER MATERIAL:</u> Blue Florentine Drill 100% Cotton fully shrunk 220 gm/m². SABS 1387 Parts I and IV.</p> <p><u>ELASTIC WEBBING:</u> 6 columns of rubber strands covered by warp knit multi-filament yarns. Nominal width 40 mm and having a stretch of 120%.</p> <p><u>PRESS STUDS:</u> Open ring type of a nominal diameter of 16 mm. Manufactured of stainless steel.</p> <p><u>STYLE:</u> The suit shall consist of a jacket and long trousers.</p> <p><u>JACKET:</u> Open front type closing with 4 press studs.</p> <p><u>FOREPARTS:</u> The fore-parts shall be of shirt style with single yoke. Front edges and yoke swell stitched 10 mm from the edge.</p> <p><u>BACK:</u> The back shall be plain one piece.</p> <p><u>COLLAR:</u> Step collar 40 mm wide at the step and swell stitched 10 mm from the edge.</p> <p><u>SLEEVES:</u> 1 piece set-in long sleeves with 12 mm plain hemmed cuffs.</p> <p><u>POCKET:</u> Breast pocket 130 mm wide and 150 mm deep with an 8 mm hem. Single stitched to the fore-part with square corners and bar tacked at the mouth. Two lower patch pocket size 150 mm wide and 180 mm deep.</p> <p><u>YOKE:</u> Single split yoke from the shoulder seam to the lapel break.</p> <p><u>FACING:</u> The front and lapel facing of self-material 30 mm wide at the hem and 55mm wide at the step of the collar. The raw edges of the facing over-locked and stitched to the fore-part from the shoulder seam to 40 mm below the step.</p> <p><u>BOTTOM HEM:</u> The bottom of the jacket shall be hemmed 30 mm.</p> <p><u>TROUSERS:</u> Ruched back waist. Fully lined waist band attached with 5 rows of stitching and with 5 x 60 mm belt loops. Zip fly closing at the waist band with a plastic button. 2 laid on patch trouser pockets with slanting mouth. One plain patch hip pocket on right side. The bottoms of the trousers shall have a 5 cm hem.</p> <p><u>WAIST BAND:</u> Waist band grown-on and lined with warp knit nylon, stitched down with 5 rows of stitching, to finish 45 mm wide. The back shall be ruched from side seam to side seam. 5 x 60mm belt loops.</p>

WENTWORTH DISTRICT HOSP
SPECIFICATION
SUPPLY OF SHIRTS

SHIRTS, SHORT SLEEVE
SIZE - XX - LARGE

MATERIAL: Polyester/Cotton. Type P070 or P071.
COLOUR: White. & Powder Blue
SIZES: In accordance with CKS 34 - SABS 0188.
COMPOSITION: 65% polyester/35% cotton.
WEAVE: Plain - fully shrunk.

MASS PER m²: 112 gm/m².
NUMBER OF THREADS PER cm: 136 x 72.
YARN COUNT: 45/1 x 45/1

CREASE RESISTANT AND COLOUR FAST.

STYLE: Military style, epaulettes with mitred point. Jacket type with fronts of five button fastening, a glad neck collar, a double yoke, shoulder straps, two breast pockets with flaps and short sleeves with plain cuffs.
The pocket flaps shall have a pen slit (left pocket only) and Velcro fastenings on each corner and a mock button. Open glad neck collar shall be dual purpose, with interlining and stiffening



WENTWORTH DISTRICT HOSP
SPECIFICATION
SUPPLY OF FREEZER JACKETS



FREEZER JACKETS WITH HOOD

SIZE - LARGE - 1 UNITS REQUIRED
SIZE - MEDIUM - 1 UNITS REQUIRED
SIZE - SMALL - 1 UNIT REQUIRED

X



HEALTH
KwaZulu-Natal

WENTWORTH HOSPITAL

SPECIFICATION

QUOTATION NO: ZNQ :.....

SUPPLY OF TWO PIECE OVERALLS



**OVERALL TWO PIECES: MANUFACTURED FROM
POLYSTER AND COTTON FABRIC.**

STANDARD JACKET

CONCEALED ZIP FRONT

SLEEVES TRIPLE STITCHED

LONG SLEEVE

1X TOP POCKET / FLAP / PEN POCKET

2X BOTTOM POCKETS

STANDARD TROUSER

CONCEALED ZIP FLY

TRIPLE STITCHED IN LEG & BACK SEAT OF TROUSER

ELASTICATED BACK

2X SIDE POCKETS

1X BACK POCKET

5X BELT LOOPS

COLOUR: WHITE

SIZES: 82CM = 3/87CM =9/92CM =18/97CM =3

102CM =12/112CM =3

PLEASE COMPLETE QUESTIONS ON REVERSE SIDE OF DOCUMENT

Jersey specification

Fabric –

- 100% wool or up to 50/50 polyester/wool only
- Material weight 115gsm
- Wool, **Navy colours** preferred
- Must be washable at a minimum of 40 degrees centigrade

~~MALE~~ / FEMALE

Button down

Wool tape or waist drawstring (not elastic - goes baggy)

Sizes various as per attached list.

ITEM NO.	DESCRIPTION						
121	<p data-bbox="459 230 639 264">SKIRTS, LINED</p> <p data-bbox="459 293 1278 360">OUTER MATERIAL: The material must be a 55/45 trevira /wool blend made in accordance with SABS 985 TYPE 33</p> <p data-bbox="459 389 1075 423">LINING: The lining must be 100% polyester.</p> <p data-bbox="459 452 1286 542">STYLE: The skirt must be three panel styles with a rear slit and 80mm belt loops. It must be fully lined and must fasten at the back by means of a zip and button.</p> <p data-bbox="459 571 1102 604">FRONTS: The front must be plain with two darts</p> <p data-bbox="459 633 1286 701">BACKS: The back must have two panels with two rear slit and zip fastening. There must be four darts at the back.</p> <p data-bbox="459 730 1310 819">WAISTBAND: The skirt must have a 40mm topstitched waistband with six 80mm belt loops. Hanger loops must be sewn into the side of the waistband.</p> <p data-bbox="459 848 807 882">COLOUR: NAVY</p> <p data-bbox="459 911 943 945">FINISHED GARMENTS MEASUREMENTS – CM</p> <table data-bbox="459 974 1086 1070"> <thead> <tr> <th data-bbox="459 974 512 1003">SIZE</th> <th data-bbox="660 974 735 1003">WAIST</th> <th data-bbox="954 974 1086 1003">BK LENGTH</th> </tr> </thead> <tbody> <tr> <td data-bbox="459 1032 485 1061">92</td> <td data-bbox="660 1032 692 1061">76</td> <td data-bbox="963 1032 995 1061">69</td> </tr> </tbody> </table>	SIZE	WAIST	BK LENGTH	92	76	69
SIZE	WAIST	BK LENGTH					
92	76	69					
38-095 39							

Jersey specification

Fabric –

- 100% wool or up to 50/50 polyester/wool only
- Material weight 115gsm
- Wool, **Navy colours** preferred
- Must be washable at a minimum of 40 degrees centigrade

Male

V Neck opening

Wool tape or waist drawstring

Sizes various as per attached list.

DECLARATION OF INTEREST

- 1. Any legal person, including persons employed by the state, 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?):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

"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.

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

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.

- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
 - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
 - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or if stipulated on the document.**
 - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

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

Institution Stamp:	Institution Site Inspection / briefing session Official Full Name: Signature: Date:
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8. STATEMENT OF SUPPLIES AND SERVICES

8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

9. SUBMISSION AND COMPLETION OF SBD 6.1

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

10. TAX COMPLIANCE REQUIREMENTS

- 10.1. In the event that the tax compliance status has failed on CSD, **it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.**
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, **the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.**

11. TAX INVOICE

11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued;
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

12. PATENT RIGHTS

The supplier shall indemnify the **KZN Department of Health** (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

14. TERMINATION FOR DEFAULT

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
 - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all quotes invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all quotes:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this quote shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this quote is allocated as follows:

	POINTS
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:

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

- 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.

WITNESSES	
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS.....