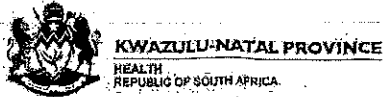


KZN Health Intranet

KZN HEALTH

- HOME
- CORPORATE INFORMATION
- COMPONENTS
- DIRECTORY
- DISTRICT OFFICES
- HEALTH FACILITIES

KZN Health > Components > Supply Chain Management
AdvertQuote



Quotation Advert

Opening Date:

Closing Date:

Closing Time:

INSTITUTION DETAILS

Institution Name:

Province:

Department or Entity:

Division or section:

Place where goods / services is required:

Date Submitted:

ITEM CATEGORY AND DETAILS

Quotation Number:

Item Category:

Item Description:

Quantity (if supplies):

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM:

QUOTES SHOULD BE DELIVERED TO:

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name:

Email:

Contact Number:

Finance Manager Name:

Finance Manager Signature:

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: GREYTOWN HOSPITAL
DATE ADVERTISED: 02 JUNE 2022 CLOSING DATE: 09 JUNE 2022 CLOSING TIME: 11:00
FACSIMILE NUMBER: N/A E-MAIL ADDRESS: N/A - TEL: 033 4139 431
PHYSICAL ADDRESS: BELL STREET EXT, GREYTOWN, 3250

QUOTE NUMBER: 10/06/22-23 GTW
DESCRIPTION: SUPPLY AND DELIVER UNIFORM
CONTRACT PERIOD: ONCE OFF (if applicable) VALIDITY PERIOD 60 Days SARS PIN:

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. [grid]

UNIQUE REGISTRATION REFERENCE [grid]

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)
GREYTOWN HOSPITAL, BELL STREET EXT, GREYTOWN, 3250
TENDER BOX IS NEXT TO THE MAIN GATE.

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.

QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RETYPED)

THIS QUOTE IS SUBJECT TO THE FOLLOWING EVALUATION PROCESS

- QUOTATIONS WILL BE EVALUATED FOR COMPLIANCE TO ADMINISTRATIVE AND SPECIFICATION REQUIREMENTS INCLUDING BUT NOT LIMITED TO BIDDER'S DISCLOSURE, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
PROPOSALS MAY ALSO BE EVALUATED ON FUNCTIONALITY IF APPLICABLE AND STATED IN THIS DOCUMENT.
QUALIFYING PROPOSALS WILL THEN BE EVALUATED ON PRICE ONLY

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY 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)

DESCRIPTION: SUPPLY AND DELIVER UNIFORM

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:				
1.	44 PAIRS	MENS LACE-UP SHOE BLACK: SIZE: 06 X 10 PAIRS , SIZE: 07 X 10 PAIRS SIZE: 08 X 15 PAIRS, SIZE: 09 X 05 PAIRS SIZE: 10 X 02 PAIRS AND SIZE: 11 X 02 PAIRS				
2.	09 UNITS	DUST COAT: SIZE: SMALL X 01 UNIT, SIZE: MEDIUM X 04 UNITS SIZE: LARGE X 01 UNIT, SIZE: X-LARGE X 02 UNITS SIZE: XXX-LARGE X 01 UNIT				
3.	01 PAIR	LADIES LACE-UP SHOES BLACK SIZE: 06				
4.	10 PAIRS	LDS AND MENS SAFETY BOOTS : COLOUR: BLACK SIZE: 4 X 02 PAIRS, SIZE: 5 X 01 PAIR SIZE: 06 X 02 PAIRS, SIZE: 7 X 03 PAIRS SIZE: 8 X 01 PAIR AND SIZE: 9 X 01 PAIR AS PER SPECIFICATION ATTACHED YOU CAN ALSO EMAIL YOUR DOCUMENT TO: Bongukwanda.Dlamini@kznhealth.go.za NB: PLEASE ATTACH SUMMARY OF CSD REPORT AND MAKE SURE THAT THE CSD UNIQUE NO. IS WRITTEN IN CAPITAL LETTERS AND BBBEE CERTIFICATE.				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

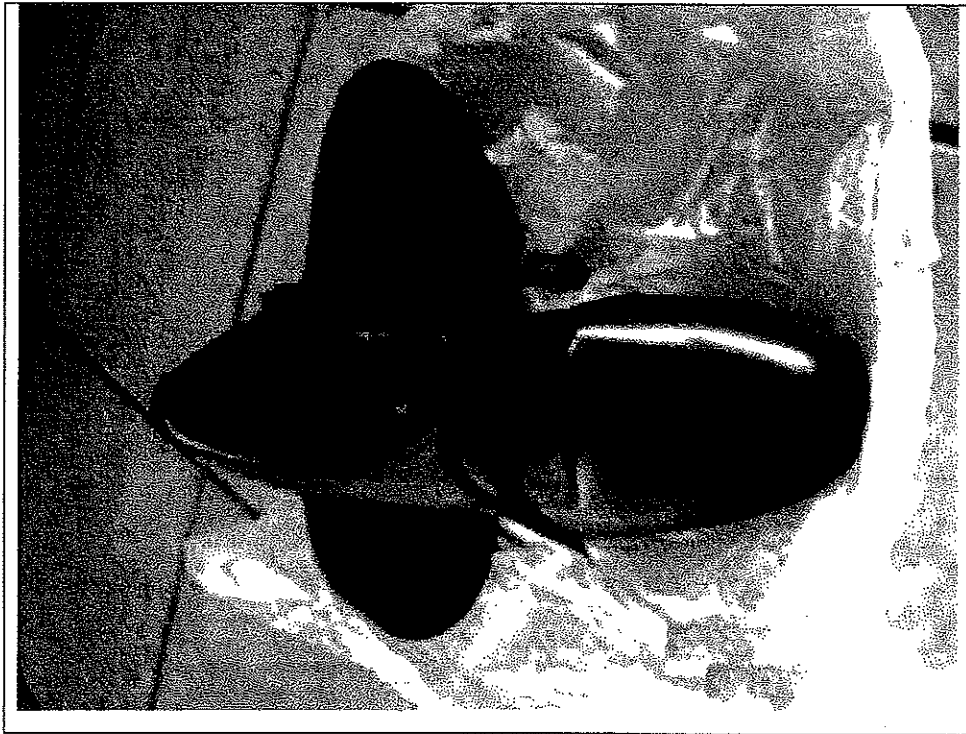
Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?
Is The Price Firm?	State Delivery Period, e.g., 1day, 1week

Enquiries regarding the <u>quote</u> may be directed to: Contact Person: MR. S. SOSIBO Tel: 0334139431 E-Mail Address: N/A	Enquiries regarding <u>technical information</u> may be directed to: Contact Person: NTOBE SHANGASE Tel: 0334139431
--	--

Item No. 1

Catalogue no: ●

MENS LACE-UP SHOE



STYLE:

- ❖ RUBBER WELTED SABS SOLES
- ❖ 4 EYELETTED

SIZES:

- ❖ FROM 5 - 12

COLOUR:

- ❖ BLACK

Item No. 2 Dust coat

	ITEM NO.	DESCRIPTION																				
	38-032 28	<p>COATS, 0028 Dust</p> <p>MATERIAL: 65% Polyester/35% Cotton. SABS 1387 Part I and II PC64.</p> <p>STYLE: Single breasted, square fronts, step collar, long sleeves. No belt, three patch pockets. Two side vents.</p> <p>BODY: Unlined.</p> <p>COLLAR: Step collar. Step 4, 5 cm wide stand 4 cm, and fall 5 cm at back. Lapel 24 cm</p> <p>FASTENING: Four: Plastic white 17 mm buttons. Attached equidistant down front, and corresponding buttonholes.</p> <p>POCKETS: One left breast pocket 13 cm wide by 14, 5 cm deep edge to edge when finished. Bottom corners mitred 2,5cm, pocket edges turned 0, 6 cm and sewn 0, 3 cm from edge. One perpendicular row of stitching 4 cm from front edge through pocket to form pencil pocket. Pocket mouth barred at sides with triangular form of stitching 0, 6 cm along pocket mouth and 2, 5 cm deep. Two large side pockets 20, 5 cm wide by 23 cm deep, edge to edge, when finished. Top of pocket 12, 5 cm below natural waist and 12, 5 cm from front edge of coat. Pocket mouth turned over 3 cm turned in 0, 6 cm to finish 2, 5 cm and machine stitched 0, 3 cm from edge. Pocket mouth barred as breast pocket.</p> <p>SLEEVES: Long sleeves, two pieces, shaped no cuff. Hemmed 2 cm finished. Seams raised and double stitched.</p> <p>FOREPARTS: Front facing of self-material extending from shoulder seam to bottom not less than 16 cm wide at top. Fastener stands to be turned in 0, 6 cm and stitched down.</p> <p>VENTS: Vents 30 cm long to be provided at the bottom of each side seam of the body of the garment.</p> <p>HANGER: Of self-material, 10 cm by 1, 25 cm finished, sewn horizontally at base of collar.</p> <p>SEAMS: All seams safety stitch over lock.</p> <p>SEWING: All sewing to be spun polyester M80. The whole garment to be made up in a clean workmanlike manner and to fit to the approval of the Administration.</p> <p>MARKING: All garments to have fast dye size tab sewn in neck. *Applicable only to jackets with a centre-back seam</p> <p>FINISHED GARMENT MEASUREMENTS:</p> <table style="width: 100%; border: none;"> <tr><td>1. Size designation:</td><td style="text-align: right;">102cm</td></tr> <tr><td>2. Chest:</td><td style="text-align: right;">119cm</td></tr> <tr><td>3. Jacket, Back length:</td><td style="text-align: right;">76cm</td></tr> <tr><td>4. Three Quarter Coats, Back length:</td><td style="text-align: right;">91cm</td></tr> <tr><td>5. Full length Coats, Back length:</td><td style="text-align: right;">110cm</td></tr> <tr><td>6. Back Width:</td><td style="text-align: right;">44cm</td></tr> <tr><td>7. Sleeve Width:</td><td style="text-align: right;">84cm</td></tr> <tr><td>8. Three Quarter Coats, Vent length:</td><td style="text-align: right;">23cm</td></tr> <tr><td>9. Full length Coats, Vent length:</td><td style="text-align: right;">42cm</td></tr> <tr><td>10. Jackets:</td><td style="text-align: right;">20cm</td></tr> </table> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; float: right; width: 200px;"> <p>Size :</p> <p>Medium X 04 units</p> <p>Large X 01 unit</p> <p>X-Large X 02 units</p> <p>XXX-Large X 01 unit</p> <p>Small X 01 unit</p> </div>	1. Size designation:	102cm	2. Chest:	119cm	3. Jacket, Back length:	76cm	4. Three Quarter Coats, Back length:	91cm	5. Full length Coats, Back length:	110cm	6. Back Width:	44cm	7. Sleeve Width:	84cm	8. Three Quarter Coats, Vent length:	23cm	9. Full length Coats, Vent length:	42cm	10. Jackets:	20cm
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Item No. 2
Dust Coat

NEW SPIRIT - NEW PRODUCTS - NEW TECHNOLOGY

'DON'T COMPROMISE ON SAFETY'

PROTECTIVE WORKWEAR

- ENG. OVERALLS
- CONTI.SUITS
- DUST COATS
- LADIES DRESSES
- REFLECTIVE TAPES

FABRICS AVAILABLE

- POLY COTTON
- 100% COTTON
- ACID RESISTANT
- FLAME RETARDENT

**VARIOUS
COLOURS
AVAILABLE**



PROTECTED
WORKWEAR

SABS

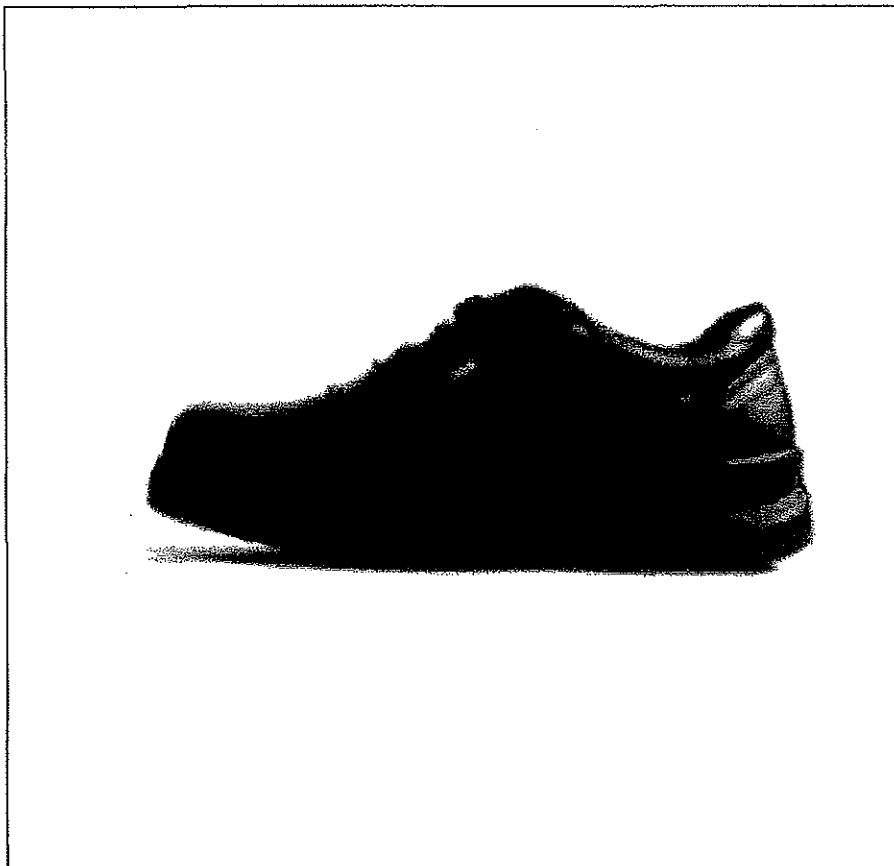
SANS 434

Protective Workwear • Personal Protective Equipment • Safety Footwear

Item No. 3

Catalogue no: 17

LADIES LACE – UP SHOE



STYLE:

- ❖ ANTI-SLIP OIL AND ACID RESISTANCE
- ❖ SOLE – PU 90 CELSIUS
- ❖ SPLIT BUFFALO LEATHER

SIZES:

- ❖ FROM 2-8

COLOUR: BLACK

Size 6

X 01 Pair

NEW SPIRIT - NEW PRODUCTS - NEW TECH

'FEET NEED PROTECTION T



TW402S3



TW300S3



PS



PS 650



Premier Chelsea Black



Premier (



ZN 1008



ZN 1009



CI



ROBION (Unisex)



LDS 500



LE

Protective Workwear • Personal Protective Equipment • S

Item No. 3

Item No. 4

Determined, adventurous, ambitious. Made from buffalo leather, the ~~XXXXXXXX~~ **BOOT** is footwear that's strong and ready to battle the elements. Cushioned innersoles and a wide fit means you can comfortably wear these ~~XXXXXXXX~~ **BOOTS** all-day long, every day, anywhere.

Strong elastic for strength and durability

Cushioned innersole for superior comfort and shock absorption

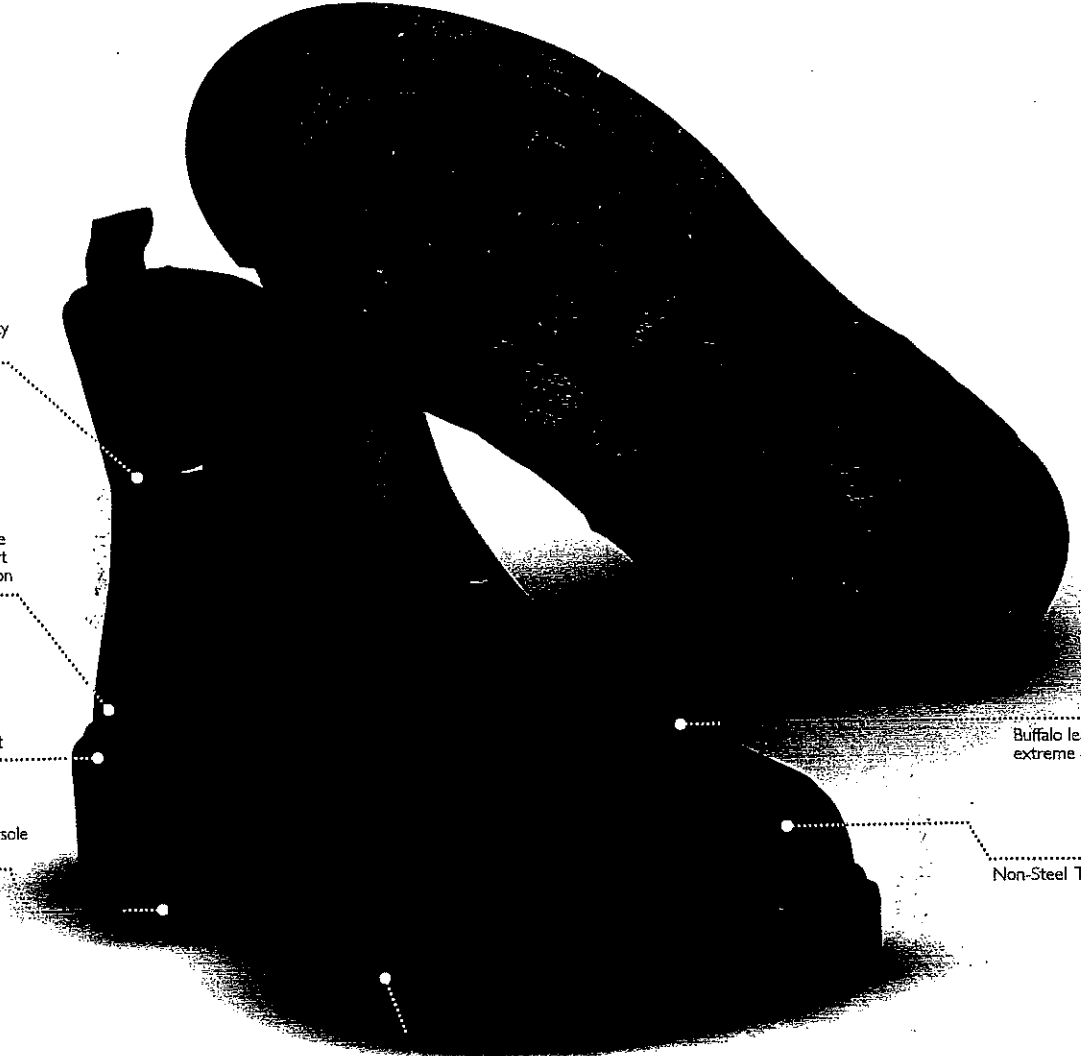
Polyurethane midsole for comfort

Polyurethane outersole for durability

Buffalo leather for extreme durability

Non-Steel Toe Cap

Wide Fit



~~XXXXXXXX~~ **BOOTS**
JN50603 / 12107

MATERIAL: Buffalo Leather

SIZES: 3 4 5 6 7 8 9 10 11 12 13 14

COLOURS: ~~Brown~~ **Black**

FEATURES: Non-steel toe cap / Buffalo leather for durability / Oil and acid resistant sole with anti-slip and anti-static properties / Shank reinforcement for support and stability / PU/PU sole for comfort, shock absorption and durability / Cushioned innersole for comfort and shock absorption



[Handwritten signature]

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

2.2.1. If so, furnish particulars:

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1. If so, furnish particulars:

3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Name of Bidder

.....
Signature

.....
Position

.....
Date

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

GENERAL CONDITIONS OF CONTRACT

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 Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices, in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
 (i) *that the price(s), rate(s) quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
 (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. 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.
- 3.8. This quotation will be evaluated based on the, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. 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.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

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. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the price, is incomplete in any respect, the said supplier meets all specification requirements and offers the lowest price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations 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.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

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 two 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 **NO** take place
- (ii) Date / / Time : 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. TAX COMPLIANCE REQUIREMENTS

- 9.1. 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.**
- 9.2. 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.**

10. TAX INVOICE

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

11. 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.

12. PENALTIES

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.

13. TERMINATION FOR DEFAULT

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.

14. THE DEPARTMENT RESERVES THE RIGHT TO DISQUALIFY ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.