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AdvertQuote

( <b>À</b>	KWAZULU-NATAL PROVID	NCE	
	HEALTH REPUBLIC OF SOUTH AFRICA	Quotation Advert	
Opening Dat	te:	2021-01-13	
Closing Date	e:	2021-01-20	ie
Closing Time	e:	11:00	
INSTITUTI	ON DETAILS		
Institution N	lame:	Edumbe CHC	~
Province:		KwaZulu-Natal	
Department	or Entity:	Department of Health	
Division or s	section:	Central Supply Chain Management	
Place where	goods / services is required	EDUMBE CHC	
Date Submit	tted	2021-01-12	0
ITEM CAT	EGORY AND DETAILS		
Quotation N	lumber:	ZNQ: EDU298/20/21	
Item Catego	гу:	Goods	~
ltem Descrip	ption:	HIGH FLOW OXYGEN DELIVERY DEVICE	
Quantity (if	supplies)	AS PER SPECIFICATION ATTACHED	
COMPULS	SORY BRIEFING SESSION	/ SITE VISIT	
Select Type:	:	Not Applicable	~
Date :		N/A	
Time:		N/A	
Venue:			
QUOTES CA	N BE COLLECTED FROM:	DEPT OF HEALTH WEBSITE	
QUOTES SH	IOULD BE DELIVERED TO:	<ul> <li>email: ntokozo.mnyezima@kznhealth.gov.za</li> <li>Hand delivery: Tender box (Stand no. 463, eDumbe main street)</li> </ul>	
ENQUIRIE	S REGARDING THE ADVE	ERT MAY BE DIRECTED TO:	
Name:		H.S Shabalala	
Email:		ntokozo.mnyezima@kznhealth.gov.za	
Contact Nui	mber:	034 995 8500 ext 8557/8553/8541	

1/12/2021

Supply Chain Management - AdvertQuote

Mr S. Shandu

Finance Manager Signature:

Finance Manager Name:

No late quotes will be considered

Fram

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The quote box is open fro	m 08:00 to 1	5:30.																		
ALL QUOTES MUST BE	SUBMITTED	ON THE	OFFICIA	L FC	RMS	(NC	тто	BE RE	-TYP	ED)										
THIS QUOTE IS SUB- PROCUREMENT REGUL CONDITIONS OF CONTI	_ATIONS, 20																			
and the second s	(FAILU	THE F JRE TO DO	OLLOWI O SO WI										IFIE	D)						
NAME OF BIDDER	***************************************				•••••	· · · · · · · ·														
POSTAL ADDRESS							· · · · · · · · · · · · · · · · · · ·			. ,										
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VAT REGISTRATION NU	IMBER (If VA	AT vendor)																• • • • • •		
HAS A B-BBEE STATUS	LEVEL VER	IFICATION	I CERTIF	FICA	TE BI	EEN S	UBMI	TED1	? (SBI	D 6.1)							YES	3	NO	I
									,	,						-				

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

		FOR QUOTATIONS H FLOW OXYGE	N DELI\	/ERY DE\		<sub>R:</sub> EDU 298/20	/21	
SIGNATURE [By signing t	E OF BIDDER his document	R	and conditions	s]	DATE		•••••••••••••	
CAPACITY I	JNDER WHI	CH THIS QUOTE IS SIGNED	)					*****
Item No	Quantity	Description			Brand &	Country of	Price	
1	01	HIGH FLOW OXYGI	EN DELIVED	V DEVICE	model	manufacture	R	¢
-	01	NIGH FLOW OX 1G	EN DELIVER	T DEVICE				
	<u> </u>							
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VALUE AD	DED TAX @	15% (Only if VAT Vendor)			<u> </u>			
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Is The Price	iier compiy v Firm?	vith The Specification?	Does State	The Article Con Delivery Period	form To The S.A F.G. F.G. 1day	N.S. / S.A.B.S. Specific	ation?	
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		e <u>quote</u> may be directed to: Shabalala <sub>Tel:</sub> 034		Enquiries	regarding tech	nical information may	be directed	to:

E-Mail Address: ntokozo.mnvezima@kznhealth.c=

Contact Person: Dr M. Sibeko Tel:0349958500

#### **DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a

	evaluation and or adjudicati	view of possible allegations on persons connected with or relation to the evaluating/adjudication.	f favountism lated to ther ating authorit is signed, h it is known t	, should the resulting n, it is required that the y where- has a relationship with that such a relationshi	quote, or part thereof, ne bidder or his/her au n persons/a person wh p exists between the p	be awarded to persons athorised representative no are/is involved in the person or persons for or
2.	In order to give effect to the ab					
2.1	Full Name of bidder/represent	tative	2.4	Company Pogistration	an Number	
	Identity Number:				ber:ber:	
	Position occupied in the Comp	pany (director, trustee, shareh	nolder²):2.6.	VAT Registration Nu	mber:	**************
2.7.	The names of all directors / tr	ustees / shareholders / meml	bers, their in	dividual identity numb		
28	employee / persal numbers m Are you or any person connec	tust be indicated in paragraph ofted with the hidder presently	o below. Demoloyed b	the state?	[HC	K APPLICABLE)
2.8,1	.If so, furnish the following par	ticulars:	cinpioyed b	ine state:		YES NO
	Name of person / director / trus	stee / shareholder/ member: .				
	Name of state institution at whi	ich you or the person connect	ted to the bid	der is employed:		
282	Position occupied in the state i . If you are presently employ	nstitution:ed by the state, did you obtain	the approp	Any other particul	ars:	ork outside ampleument
2.0,2	in the public sector?	ed by the state, did you obtain	i tile approp	nate authority to unde	sitake temuneraliye wi	YES NO
2.8.2	.1. If yes, did you attach proo	of such authority to the quot	te document	?		LEG LINO
(Note: F	ailure to submit proof of such a	authority, where applicable, m	ay result in	he disqualification of	the guote.)	
	Did you or your spouse, or an	sons for non-submission of su by of the company's directors	ion proot: / trustees / s	hareholders / membe	rs or their enguese co	nduct business with the
	state in the previous twelve m	onths?				YES NO
2.9.1	. If so, fumish particulars:					
2.10.	Do you, or any person connect may be involved with the eval	cted with the bidder, have any uation and or adjudication of t	relationship this quote?	(family, friend, other)	with a person employe	
2.10.	1. If so, fumish particulars:				*********	YES NO
	Are you, or any person connection or any person connection of the state who may be so, furnish particulars:	ay be involved with the evalua	ation and or	adjudication of this qu	ote?	r bidder and any person YES NO
2.12.	Do you or any of the directors	/ trustees / shareholders / mei	mbers of the	company have any in	terest in any other rela	ted companies whether
	or not they are bidding for this	contract?				YES NO
	1. If so, fumish particulars:			*************	*******	<u> </u>
3. NB:	Full details of directors / trus The Department Of Health will to ensure that their details are not be considered and passed	I validate <mark>details of directors</mark> e up-to-date and verified on C	I trustees I	epartment cannot val	idate the information	on CSD, the quote will
4	DECLARATION					
I, TH FUR	IE UNDERSIGNED (NAM NISHED IN PARAGRAPH	Œ) IS 2.	***************************************		CERTIFY THAT T	HE INFORMATION
I AC PRO	CEPT THAT THE STATE VE TO BE FALSE.	MAY REJECT THE QUO	OTE OR A	CT AGAINST ME S	SHOULD THIS DE	CLARATION
						± :
		••				į
	e of bidder	Signature		sition		-
1"State	" means –					
a)	any national or provincial departme constitutional institution within the me Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;	nt, national or provincial public en saning of the Public Finance Manag		provincial legislature; national Assembly or the n Parliament.	national Council of provinces	; or

#### 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), rata(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 disqu	alified from the evaluation process.
(i) (ii)	The institution has determined that a compulsory site meeting Date/ Time:Place	N/A take place
Instit	ution Stamp:	Institution Site Inspection / briefing session Official
	\$	Full Name:
		Signature:
		Date:

#### 8. STATEMENT OF SUPPLIES AND SERVICES

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

#### 9. SUBMISSION AND COMPLETION OF SBD 6.1

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

#### 10. TAX COMPLIANCE REQUIREMENTS

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

#### 11. TAX INVOICE

- 11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual senalized number and the date upon which the tax invoice is issued;
- (iv) a description and quantity or volume of the goods or services supplied:
- (v) the official department order number issued to the supplier,
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

#### 12. PATENT RIGHTS

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

#### 13. PENALTIES

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

#### 14. TERMINATION FOR DEFAULT

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
- (ii) if the supplier fails to perform any other obligation(s) under the contract; or
- (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the 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.

#### 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 swom affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (i) "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:

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

Ρs

= Points scored for price of bid under consideration

Pt Denie 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 Contributo	or 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	RID	DECL	APATI	$\cap N$

- 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.

proof of	b-bble status level of contributor,	
7.	SUB-CONTRACTING	(Tick applicable box)
7.1	Will any portion of the contract be sub-contracted?	YES NO
7.1.1	If yes, indicate:	
	i) What percentage of the contract will be subcontracted	%
8.	iii) The B-BBEE status level of the sub-contractor	(Tick applicable box)

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of YES NO Preferential Procurement Regulations, 2017: Designated Group: An EME or QSE which is at last 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/FIR	XM
9.1	Name of company/firm:	
9.2	VAT registration number:	
9.3	Company registration number:	
9.4	TYPE OF COMPANY/ FIRM [TICK APPLICABLE E	
	<ul> <li>□ Partnership/Joint Venture / Consortium</li> <li>□ One person business/sole propriety</li> <li>□ Close corporation</li> <li>□ Company</li> <li>□ (Pty) Limited</li> </ul>	
9.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES	
9.6	COMPANY CLASSIFICATION [TICK APPLICABLE	BOX
	<ul> <li>Manufacturer</li> <li>Supplier</li> <li>Professional service provider</li> <li>Other service providers, e.g. transporter, etc</li> </ul>	·
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	to do so on behalf of the company/firm, certify that the points claimed, based on
	<ol> <li>The information furnished is true and correct;</li> </ol>	
	ii) The preference points claimed are in accordan	ce with the General Conditions as indicated in paragraph 1 of this form;
	iii) In the event of a contract being awarded as a r	result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may a satisfaction of the purchaser that the claims are correct;
		en claimed or obtained on a fraudulent basis or any of the conditions of another
	(a) disqualify the person from the bidding proce	ess;
		urred or suffered as a result of that person's conduct;
		s which it has suffered as a result of having to make less favourable
	with doted on a maduble it basis, he resinct	s shareholders and directors, or only the shareholders and directors ed by the National Treasury from obtaining business from any organs, after the audi alteram partem (hear the other side) rule has been
	(e) forward the matter for criminal prosecution.	
	WITNESSES	CONTRACTOR
	1	SIGNATURE(S) OF BIDDERS(S)
		DATE:
	2	ADDRESS

Revised: 10/11/2017

# PROVINCE OF KWAZULU-NATAL

**DEPARTMENT OF HEALTH** 

# HEALTH TECHNOLOGY SERVICES (H.T.S.)

# SPECIFICATION FOR:

High Flow Oxygen Delivery Device

UMDNS: 18076 SPECIFICATION: H.T.S. A86 (ANAESTHETICS)

## Description:

The device must be capable of delivering high flow oxygen that is both heated and humidified and suitable for Adult and Paediatric patients

# Intended Areas of Use:

District Regional Tertiary

# **Expert Advisory Group:**

Anaesthesia Critical Care Emergency Medicine

# NB: GENERAL CLAUSES THAT DO NOT APPLY TO THE EQUIPMENT OFFERED, MUST BE ANSWERED 'NOT APPLICABLE' UNDER BIDDERS COMMENTS.

Clause G1  The space provided under "Bidder's Comments" for each clause must be used for this purpose. Bidders who neglect to provide answers to every Clause in this Bid Specification will be disqualified. Bidders must note that abbreviated answers e.g. NA etc. will not be accepted.  Bidders must also note that no part of any clause/s in this Bid Specification may be altered. Where there are traces of alterations found to any clauses in this Bid Specification during Adjudication, the Adjudication Committee will reserve the right to disqualify the bidder.  The Bidder must clearly indicate if their offered product complies with the stated requirements, by indicating, "Complies" or "Does not comply" or answer the question next to the corresponding clause.  Clause G3.  All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twenty four (24) Months. The successful bidder must arrange with the respective Hospital / Institution and the Health Technology Services before Commissioning the Equipment at the respective Hospital / Institution and successful Commissioning at the respective Hospital / Institution and successful test and acceptance by the Health Technology Services.  Clause G3.2 State percentage guaranteed up time of machine (Should be at least 99%).  Clause G3.3 The recommended number of services, per ananum, by the manufacturer, must be included during and up until the end of the guarantee period and all costs related to the provision of such services will be for the bidders account.  Clause G3.5 Any breakdown during the guarantee period.  Any breakdown during the guarantee period.  Any breakdown during the guarantee period must include all cost (spares, labour, travelling and sundries) for any prescribed maintenance services (major and minor) as well as any OA testing that is required by Department Health's Redation Control Board during the guarantee period must be considered as a repair under guarantee Period?  Spares that may be required during the	NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR
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the final bid price. In case where the unit need to be simulated in		the final bid price. In case where the unit need to be simulated at a designated	

NO	SPECIFICATION Simulation City State	BIDDERS COMMENTS STATE "COMPLIES" OF "DOES NOT COMPLY" (
	Simulation Site, Bidder must deliver the unit at no extra cost. Random inspection will be conducted upon delivery to verify qualify and	ANSWER THE QUESTIO
Clause G5		
	Bidders must offer the Health Technology Service's In House Technicians a	
	Service's In House Technicians to become acquainted with the equipment during the Test and Acceptance phase.	
Clause G6	Preference may be given to a make and model that has been technically and clinically evaluated by a Commence to the clinical transfer of	
	The standard of diddied by a covernment incition within the P.O. a. (a.t.)	
	The state of a condition which which	
Clause G7	The successful bidder must provide the Hagilia Tackarda and the Hagilia	
	1 10000 100111101010. This institution and calibration and information	
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	i and controlled to the mile that the parties in the feature of th	
	The state of the s	
Clause G8	1 - 1-ipinotit to tile cild 05cl.	
Clause G8,1	SERVICING:	
Clause G8.1	The bidder must have a well established service and repair facility in	
	The Color Model, to Service, remain and combineste the equipment of the service o	
Clause G8.2		
Jiadse (30.2	TO GIVE IS SHIRDBIRGIAN TO SHOOT CODIAN DECEM	
	The Decite Table 1	
lause G8.3	Services reserve the right to inspect the premises).	
	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor.	
lause G8.4	Supply the Name, Address and Telephone Number/s of the Local Service	
	Department within KwaZulu-Natal.	
•	The state of the s	
	Please supply details as follows:	
	Company name :	
	Physical Address :	
	Telephone Number/s :	
	Fax number	
	, as number	
	(The Health Technology Services reserves the right to inspect the premises).	
į	ine right to inspect the premises).	
-		
rse G8.5	State if the Technician(s) are in the direct employ of the bidder or a subcontractor.	

1		BIDDERS COMMENTS:
NO	SPECIFICATION	STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G8,6	The Little and the second secon	
Clause Go.b	The bidder must supply information on the number of Technicians	
	permanently working in KwaZulu-Natal and their names and contact	
	Telephone Number/s must be listed (Directly employed or subcontracted) in	
007	an annexure to the bid document,	
Clause G8.7	The Technician(s) must be original equipment manufacturer trained to deal with the	
	Service, repair and calibration of the equipment quoted on	
	N.B. Proof of original equipment manufacturer training must be submitted with	
Clause G8.8	This bid i quotation offer.	
Clause Ga.8	The Institution's requirement is that a technician is available within a reasonable time	
	(24 nours) to attend to malfunctioning equipment. The Bidder to state the technician	
	per install base e.g. equipment ratio to technician ratio, e.g. 1 technician per 10	
Clause G9	pieces of equipment.	
Clause G9	The bidder must Guarantee that no additional equipment will be required	
	for the successful operation of the equipment bided for on delivery and	j
	commissioning at the customers site. A starter pack of all essential	
	accessories and disposables must be supplied so that the unit can be put	
	into immediate operation. The cost of the starter pack must be included in the final bid price.	
Clause G10	Optional accessories must be affected for	
Olduse O 10	Optional accessories must be offered for separately on the Schedule of	
	optional accessories found at the end of this Technical specification,	
	indicating catalogue numbers, correct descriptions and Prices inclusive of V.A.T.	
Clause G11	Bidder must state the period of time for delivery of Spare parts following	
	the receipt of an official order as follows: 0 to 10 days; 0 to 20 days; 0 to 30	
	days; 0 to 60 days; 0 to 90 days; more than 90 days.	
Clause G11.1	The Bidder must supply with this offer a list together with the quantities of spares	
	held locally in stock in the KwaZulu-Natal Province on the offered product. The	
	Health Technology Services reserves the right to inspect the premises to verify the	
	spares stock held.	
Clause G12	The bidder must include a firm commitment in writing, which must be attached with	
	this bid that they would supply spares, components, upgrades, complete original	
	service / repair manual, technical support and ongoing training support for technical	
	staff of the Health Technology Services and the end users Department of Health,	
	KwaZulu-Natal throughout the life cycle of the equipment offered.	
	Spares must be available for 10 (Ten) years from the original equipment	100 Charles (100 C
Clause G13	manufacturer for the product offered.	
Clause G14	The successful bidder must include in their offer at no extra cost to the final	
	DIG DIJCE:	
Clause G14.1	Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD;	
	DVD copies in English Language.	
lause G14.2	Complete ORIGINAL Service / Repair Manual x 2 (two) Book / File; CD;	
	DVD copies in English Language which MUST include the following	和 <b>建设的</b> 的现在分词
ĺ	information:	
1	Fault Finding Guide, Circuit Diagrams / Schematics, Circuit Descriptions,	
	and PCB Layouts, Calibration Guide, Part Numbers and exploded diagram	
	of Mechanical Parts / Panels.	
	All the above Manuals must be properly bound in either a Book, File or CD	
lause 614.3	All the above Manuals must be properly bound in either a Rook File or CD	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" O
Clause G14	passwords) to allow for trouble shooting /faultfinding/	ANSWER THE QUESTION
Clause G15	calibrations, repairs and services at no additional cost.  Does your Company have an after hour service back up facility.	
Clause G16	request to the end user by the Institution until the Institution's unit is returned. All costs incurred for providing the Inan unit must be for the biddens are unit in the Institution.	
Clause G17	Technical Specification	
Clause G17.	The Bidder must state how long this technology has been commercially available (state when the model offered was launched)	
Clause G17.2	the bidder must state if there are any near future updates expected.	
Clause G18	The successful bidder must maintain a system for notifying and providing users with Updates, Modifications, new Software Releases and Recalls.	
Clause G19	equipment with the Manager of the Health Technology Services and the Hospital Manager. A copy of the original answered Specification, copy of the invoice order and relevant paperwork (PH form) from the receiving Hospital must be submitted with the equipment when the ACCEPTANCE TEST is to be undertaken	
Clause G20	Where equipment bided for, operates off 220 Volt, 50Hz a.c. supply, bidder must ensure that the product being quoted for is fitted with a 15 Amp approved mains plug top, which is held together by two screws.	
Clause G21	Intermediate such as IEC 60601-1 and 60601-1-2 for Medical Carley	
Clause G22	the quoted equipment operates off an electrical supply.  All equipment, the installation and any alteration / additions must comply with:	
Clause G22.1	The Occupational Health and Safety Act (1993);	
Clause G22.2	The wiring code S.A.N.S. 0142.	
Clause G23	Units being quoted for must be CE Certified. (Attach a copy of certification). The make and the model offered must be reflected on the certificate.	
Clause G24	The Mains Cable of the unit being quoted for must be the Hospital Grade Type and it must be a minimum length of (3) three metres.  N.B. The mains cable of the unit being quoted for must be S.A.N.S. colour coded.	
lause G25	The equipment being quoted for must be protected against Electro magnetic Interference.	
lause G26	Only new equipment must be quoted for. Refurbished and reconditioned equipment being quoted on will not be accepted	
lause G27	Bidders must note that dedicated test equipment, spare parts and any special tooling required for the upkeep and maintenance of the equipment quoted on must be available to the Health Technology Septices to procure if a procur	
lause G28	All the necessary calibration and maintenance software, where applicable, required	

NO	SPECIFICATION  to maintain and calibrate the equipment, must be supplied with the equipment to the Health Technology Services at no cytes control to the supplied with the equipment to the supplied with th	BIDDERS COMMENTS STATE "COMPLIES" OR "DOES NOT COMPLY" C ANSWER THE QUESTION
		ne la
Clause G29	I NOTIFICATION SUBSTITUTE ACT.	
Clause G29.	If this type of equipment / apparatus appears on the schedule of Hazardous Substances issued by the Directorate: Health Technology of the Department of Health, a license in terms of the Act on Hazardous Substances (Act. 15/1973) mus be submitted with this bid document. The license must be registered under the bidders name or a letter of joint venture must be submitted by the license holder where the license is not in the name of the bidder. Bidders that neglect to submit a license will not be considered.	
Clause G29.2	Bidder must state the Radiation Control licence number of the make and model of	
A1	- 4-Parant official.	License No:
Clause G29.3	Where it has been established by the bidder that the equipment offered does not require Radiation Control licence, proof from the Radiation Control authority must be submitted with this bid document.	
Clause G30	The system offered must comply fully with or exceed all of the minimum specification requirements per the Technical Clauses.	1
Clause G31	The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) must execute the support of the system.	
Clause G32	the bid will not be considered.  The equipment and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific Hospital at the expense of the successful Bidder, prior to full payment being made.	
lause G33	All prices are to include V A T and must be suited in the	
	The price must be valid for a period of 180 days from closing date of bid.  If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of Technical and Clinical experts with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit must be readily available, or the bidder must take arrange for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.	
use G35	The Institution requesting the unit reserves the right to clinically trial and evaluate the unit in order to ensure that the unit meets the clinical requirements of the Department before adjudication of the bid.	
use G36	UPGRADEABILITY WHERE APPLICABLE:	
430 030.1	Bidders are to state the policy with regard to future software updates and the costs hat will be involved.	100 (100 (100 (100 (100 (100 (100 (100
use G36.2 1	The Bidder to state what hardware and software will be available, with costs and projected dates.	
	IPGRADE POLICY:	

,`		BIDDERS COMMENTS:
NO	SPECIFICATION	STATE "COMPLIES" OR "DOES NOT COMPLY" OR
Clause G37.1	All future upgrades (hardware and software) involving patient safety must be offered at no additional cost.	ANSWER THE QUESTION.
Clause G37.2	All future upgrades removing software viruses from existing software must be supplied at no cost.	
Clause G37.3	Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of the Manager Health Technology Continue	
Clause G38	The Bidder must indicate the expected life of their offered unit and software in years.	

## TECHNICAL SPECIFICATION.

Clause T1  A bid is called for the supply, delivery and commissioning of a High Flow Oxygen Delivery Device, which comprises the latest Technology with proven performance reliability  Clause T2  Clause T3  The device must be capable of delivering high flow oxygen that is both heated and humidified and suitable for Adult and Paediatric patients ii) For use in Emergency rooms, Theatre, POPD and ICU's iii) The unit must incorporate patient safety features and the bidder must sp all the patient safety features built into the unit being quoted for.  iv) The device must be able to deliver humidified gases to a patient via the following routes:  • nasal route, • tracheostomy • mask interface  Clause T4  System components:  The following components must be offered and must be included in the tender price i) The device must have a graphical display menu to allow for easy machine setup and use  ii) Humidifier  iii) Flow generator/ Blender  iv) Oxygen sensor  v) Heated breathing circuit vi) Troley with castors vii) Accessories for nasal/ mask/ tracheal administration  Clause T5  Clause T5  The unit must have a sturdy and robust construction  ii) The unit must have a sturdy and robust construction  iii) The unit must be portable and fitted with on a trolley/ with castors in order	inadequate.
Clause T2 State the name and model of the unit on offer  Clause T3 Application  i) The device must be capable of delivering high flow oxygen that is both heated and humidified and suitable for Adult and Paediatric patients ii) For use in Emergency rooms, Theatre, POPD and ICU's iii) The unit must incorporate patient safety features and the bidder must sp all the patient safety features built into the unit being quoted for.  iv) The device must be able to deliver humidified gases to a patient via the following routes:  • nasal route, • tracheostomy • mask interface  Clause T4 System components:  The following components must be offered and must be included in the tender price i) The device must have a graphical display menu to allow for easy machine setup and use  ii) Humidifier  iii) Flow generator/ Blender  iv) Oxygen sensor  v) Heated breathing circuit vi) Trolley with castors vii) Accessories for nasal/ mask/ tracheal administration  Clause T5  Construction:  i) The unit must have a sturdy and robust construction ii) There must be no sharp corners or sides that may cause injury to patient staff.  iii) The unit must be portable and fitted with on a trolley/ with castors in order	
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iii) The unit must be portable and fitted with on a trolley/ with castors in order	s and ii)
enable easy mobility of the unit from one area to another.  iv) The castors / wheels must be equipped with brakes.  v) The dimensions of the humidifier and flow generator unit must be no more	iv)
than:	•
Clause T6 Power supply:  i) The unit must be fitted with an ON / OFF switch, it must be able to operate the 220 Volt + 10%, 50-60Hz, single phase a.c. supply.  ii) The unit must provide visible indication to indicate when the unit is switch	'
Clause T7 Oxygen flow  i) The device must allow for an oxygen fraction range of up to 100%  ii) The device must contain an oxygen sensor with alarms that inform the use	

Accessories  Acces	NO.	SPECIFICATION	CTATE VECCENIA
where appropriate. Supply information on a separate sheet if space provided is inadequate.  iii) The device must be able to provide the following range of oxygen flow rates:  a minimum rate of 20 litres/ minute  a maximum rate of 80 litres/ minute  iv) The change in oxygen flow rate must be able to be changed by increments of between 1 and 5 litres/ minute  li) The device must comply with ISO 8185: 2007 standards for active humidification devices.  ii) The device must be able to achieve the following parameters  A temperature of 33+/- 2 degrees Celsius  Relative humidifier  A temperature of 33+/- 2 degrees Celsius  A temperature of 33+/- 2 degrees Celsius  A temperature of 33+/- 2 degrees Celsius  Relative humidifier  The device must have an alarm to indicate when water has run out in the humidifier  Clause T9  ACCESSORIES  i) The unit must be supplied with the necessary accessories in order that it can be put into use immediately in Paediatric patients ii) Include details of cost as well as catalogue numbers of accessories included in the bids price  iii) Optional accessories and consumables must be listed (cost and catalogue numbers) in the schedule at the end of this specification.  iv) A pack of 10 (each) small, medium and large Nasal cannula must be supplied as part of the bid.  Clause T10  Clause T10  Clause T10  MAINTENANCE AND SERVICE AGREEMENT  i) A longer period of warranty will be an advantage  MAINTENANCE AND SERVICE AGREEMENT  i) A longer period of of years (that will commence upon termination of the guarantee / warranty period) must be supplied with the bid.  ii) The agreement must be renewable/renegotiable iii) The service agreement may or may not be entered into.  iii)		AL MAIL SALE LANGE	STATE YES OR NO
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			ii) iii)

# SCHEDULE OF OPTIONAL ACCESSORIES

Bidders must quote the price of the optional accessories listed as well as any other accessories that may be useful to the end users. The receiving Institutions may purchase individual accessories necessary for their particular Institution.

Cat No	Item	Price including VAT

## SCHEDULE OF CONSUMABLES

Bidders must quote for consumables that are used with the system offered. Bidders must also indicate if these consumables need to be compatible with the system offered or whether generic consumables can be utilised with the system offered.

Cat No	Item	Price including VAT
	·	

# DETAILED TECHNICAL SPECIFICATION

## GENERAL INFORMATION REQUIRED

# FAILURE TO COMPLETE THIS PART WILL DISQUALIFY THE BIDDER

Make:		
Model Number / Part Number for:		
Country of Origin		
Final Bid / Quotation Price inclusive of V.A.T.		
Final Type 'A' Annual Service Agreement cost fixed	over a five year period with no escalations.	
Local (K.Z.N.) Agent		
Delivery Period		
R S A Import Permit Holder		
BIDDER		
SIGNATURE	DATE	
ADDRESS		
	FAX NO	<del></del>
CONTACT PERSON PLEASE PRINT)		