

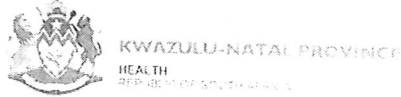
KZN HEALTH

KZN Health Intranet

HOME CORPORATE INFORMATION COMPONENTS DIRECTORY DISTRICT OFFICES HEALTH FACILITIES

KZN Health > Components > Supply Chain Management

AdvertQuote



Quotation Advert

Opening Date: 2022-08-18
 Closing Date: 2022-08-23
 Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Rietvlei hospital
 Province: KwaZulu-Natal
 Department or Entity: Department of Health
 Division or section: Central Supply Chain Management
 Place where goods / services is required: RIETVLEI HOSPITAL
 Date Submitted: 2022-08-19

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: RVH 37-07-2022-2023
 Item Category: Goods
 Item Description: Giving sets agilia Ivac pump

Quantity (if supplies)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Select...
 Date :
 Time:
 Venue:

QUOTES CAN BE COLLECTED FROM: QUOTE WILL BE ATTACHED ON ADVERT

QUOTES SHOULD BE DELIVERED TO: RIETVLEI HOSPITAL SECURITY GATE

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: MR M MBUCANE
 Email: mzuvukile.mbucane@kznhealth.gov.za
 Contact Number: 0736721087
 Finance Manager Name: P S BIYASE

Finance Manager Signature: Pp msa watha .

No late quotes will be considered

DESCRIPTION: Giving Sets Agilia Ivac Pumps & Extension Sets For Syringes

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
01	06	Agilia/vac Pumps for Neonates and Both Adult				
02	50	Giving sets for Agilia ivac pumps				
03	50	Extension sets for syringe Drivers				
		SEE ATTACHED SPECIFICATION				
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

<p>Enquiries regarding the <u>quote</u> may be directed to:</p> <p>Contact Person: Tel:.....</p> <p>E-Mail Address:</p>	<p>Enquiries regarding <u>technical information</u> may be directed to:</p> <p>Contact Person: Tel:.....</p>
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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 or preference claims 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) & 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*
- (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 80/20 points system, 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 preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and 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 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 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:

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 points 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; | (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. |

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. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

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

SBD 6.1

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:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \text{ Where}$$

- 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 applicable box

(Tick

YES		NO	
-----	--	----	--

7.1 Will any portion of the contract be sub-contracted?

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		NO	
-----	--	----	--

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>

STANDARD QUOTE DOCUMENTATION OVER R30 000 00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT RELEVANT HOSPITALS

DATE ADVERTISED: 03/08/2022 CLOSING DATE: 10/08/2022 CLOSING TIME: 11:30
FACSIMILE NUMBER: 039260019 E-MAIL ADDRESS: Relevid Hospital@retary@health.gov.za
PHYSICAL ADDRESS: R56 ROAD UBUMKULU MUNICIPALITY LOCATION STAFFORDS POST 4696

QUOTE NUMBER: ZNQ / R/VI / 17/01 / 2022 - 2023

DESCRIPTION: Giving Sets: Agha Incentive Set Extension Sets For syringes

CONTRACT PERIOD: (if applicable) VALIDITY PERIOD 60 Days

CENTRAL SUPPLIER DATABASE REGISTRATION (SSD) NO [M A A A]

UNIQUE REGISTRATION REFERENCE: [Grid of boxes for registration reference]

DEPOSITED IN THE QUOTE BOX SHOWN AT (STREET) ADDRESS:

Bidders should ensure that quotes are delivered by post 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 ORIGINAL FORMS - (NOT TO BE RETYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND IF APPLICABLE ANY OTHER SPECIAL CONDITIONS OF CONTRACT

RELEVANT 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 ANY)

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SEC 6.1) YES [] NO []
(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/OWN AFFIDAVIT) (FOR PREFERENCE USE) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE

1. PURPOSE OF THE BID

Any person (natural or legal) who bids or offers to bid in terms of the invitation to bid is bound by the provisions of transparency, accountability, integrity and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various orders of the JSE, which is required for the bidders to make this declaration as part of the bid process hereunder.

Where persons are employed together in terms of a labour agreement and/or the list of Restricted & Excluded persons will automatically be disclosed to the Employer.

2. BIDDER'S DECLARATION

2.1. Is the bidder, or any person acting on behalf of the bidder a shareholder, member, partner or any person having a controlling interest in the enterprise, or any other related business? **YES/NO**

2.1.1. If so, furnish particulars of the name, residential country numbers, and, if applicable, state employee number, of all persons or directors, trustees, shareholders or any other 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 acting on behalf of the bidder have a relationship with any person who is a member of the board and institution? **YES/NO**

2.2.1. If so, furnish particulars of the relationship in the table below.

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

2.3.1. If so, furnish particulars of the interest in the table below.

3. DECLARATION

I, the undersigned, state and declare that I am the authorised signatory for submitting the accompanying bid. I do hereby undertake that I will not disclose the bid or its contents to any person.

- 3.1. I have read and I understand the conditions of the invitation.
- 3.2. I understand that any goods or services supplied under the contract will be subject to inspection and analysis by the Employer.
- 3.3. The bidder has entered the competitive bid independently from, and without having entered into any arrangement or agreement with any person, or anyone acting on behalf of the bidder, or any other person, who may not be considered as collusion in relation to this bid.
- 3.4. In addition, there have been no arrangements, formal or informal, of any nature or kind entered into with anyone in relation to the quality, quantity, schedule, price, technical details, nature, nature or formula used in calculating prices, margins, margins, intention or decision to bid, or to bid with the bid, or with the intention of not to win the bid and conditions of delivery, particulars of the product or service, or likely product to be supplied.
- 3.5. The terms of the advertisement have been read and will not be challenged by the bidder, or by any directly or indirectly competitor, prior to the bid, or at any time during the bid process.
- 3.6. There have been no consultations, arrangements or agreements made by the bidder, or any official of the procuring institution in relation to the procurement process, prior to and during the bidding process and of its participation, upon the bid submitted, which is required by the institution and the bidder was not involved in the making of the submitted bid, or terms of reference for the bid.
- 3.7. I am aware that in addition to any other provisions provided in particular in the institution's bid conditions of sale, conditions and contracts, bids that are submitted may be reported to the Competition Commission or Investigative Commission in positions of administrative propriety in terms of section 180 of the Competition Act No. 88 of 1998 and/or may be referred to the Competition Commission, or the Commission for Enquiry into Corruption, or any other institution established by or under the Constitution, or any other applicable legislation.

I CERTIFY THAT THE INFORMATION CONTAINED IN PARAGRAPHS 1, 2 AND 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY PROSECUTE ME IN TERMS OF PARAGRAPH 1 OF RULE 146A(1) OF THE JSE LISTING REGULATIONS OF 2002/23 OR THE NATIONAL COMPETITIVE ABUSE IN THE SUPPLY CHAIN REGULATIONS OF 2013/34 SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of Bidder: _____ Position: _____ Date: _____

1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or modification 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 (including email or executand) details change from the time of or during the expiry of the contract.

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest of any quote.
- 3.2. The Department reserves the right to contact bidders 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 or prefer price claims in cases where it is determined that a typing, written, transfer or other 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 PROCUREMENT ADE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION**
- 3.4. The price quotes must include VAT (21% VAT value).
- 3.5. Should a bidder become VAT liable at a later date during the implementation of a contract, they may not deduct the VAT percentage from the Department as the bidder made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registration VAT returns as originally stated on the bid document.
- 3.6. The bidder must ensure the correctness & validity of the quotation.
- (i) *that the price(s), rate(s) & percentage quoted cover all for the condition (s) & except that any mistakes remaining in the price (s) & calculations will be at the bidder's risk.*
- (ii) *it is the responsibility of the bidder to ensure 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 contained in writing or under this agreement as the Favorable to each party in the bid document contract.
- 3.8. This quotation may be evaluated based on the eSOS procurement system, specification, correctness of information and/or locality criteria. All required documentation must be complete in all 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 products 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 Supplier Database or whose verification has lapsed will not be considered.
- 3.15. All delivery costs must be included in the quoted price by delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Bidders must allow for the contract period. Bidders providing pricing must allow for any price variations that may be required.
- 3.17. In cases where different items are being procured, a separate pricing schedule must be submitted at the time of bidding.
- 3.18. In the event of a bidder having submitted the lowest price according to specified evaluation criteria.
- 3.19. Verification will be conducted to verify the bidder's qualifications and are covered by the bid.
- 3.20. In such instances, the Department reserves the right to unconditionally disqualify such bidders as over-quoting is an offence that represents both corruption and dishonesty.

4. SPECIAL INSTRUCTIONS AND NOTES 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 all words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever, including the quotation/bid forms be retyped or reprinted. Photocopies of the original bid documents 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 certify 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 preparation, costs or prices, is incomplete in any respect, the said supplier meets all qualification requirements and scores the highest points, exceeds a preference points and price, the Department reserves the right to request the bidder to complete and submit such information.
- 4.5. Any alteration made by the bidder must be in black ink and to do so may render the response invalid.
- 4.6. Use of correction 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, please use a two-page cover for the opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given in a clear cover of the page in question. Clear indication thereof must be noted on the attached document.

4.10. The Department shall not be held liable by a bidder engaged for work done if the supplier fails to appear for delivery of the goods.

5. SPECIAL INSTRUCTIONS TO BIDDERS REGARDING QUOTATIONS

- 5.1. Quotation shall be lodged in the address indicated not later than the closing time specified for each tender 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 quotations. Where however, a quotation is received before 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 specified in the quotation documentation, and proof of delivery will be required of its mode of delivery.
- 5.6. Quotation documents must not be placed in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

- 6.1. In the case of the quote requirement approved, the samples are required. The supplier will be informed in due course when samples should be provided to the institution. The directives in the notice of safety and storage risk that may be required by the respective institution. The bidder's name and address of the bidder wins the contract.
 - (i) If a company's who has not provided samples required from suppliers, they must, at the institution's pending process.
 - (ii) If samples are not submitted, the institution reserves the right to dispose of them at their discretion.
- 6.2. Samples must be made available when called in writing or if stipulated on the documents.
 - (i) If a bidder fails to provide a sample or the product or offer for scrutiny against the specifications when requested, the offer will be rejected. All testing will be for the benefit of the institution.

7. COMPULSORY SITE MEETING FOR ALL BIDDERS

- 7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the institution process.
 - (i) The institution has determined the compulsory meeting on this date.
 - (ii) Date at time.

Institution Stamp:	Institution Site Inspection (ending date on contract) Full Name: _____ Signature: _____ Date: _____
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8. STATEMENT OF SUPPLIES AND SERVICES

8.1. The contractor shall, when requested, to furnish particulars of supplies delivered or services required. If the contractor does so, the Department may, without prejudice to any rights which it may have, institute a claim at the expense of the contractor to check the required particulars.

9. SUBMISSION AND COMPLETION OF CSO

9.1. Should a bidder wish to qualify for preference points they must complete a CSO and document. Failure to provide all relevant information required will result in a bidder not being considered for preference points allocation. The bid/quote is applicable on the closing date and time. Any changes after the closing date will not be considered or taken into account.

10. TAX COMPLIANCE REQUIREMENTS

- 10.1. In the event that the tax compliance certificate is not taken on CSO, 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 return over a non-compliant according to National Treasury Instruction Note 4 (of 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 purchaser;
- (iii) an individual serialized number and the receipt upon which the tax invoice is issued;
- (iv) a description and quantity or amount of the goods or services supplied;
- (v) the official assessment order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words 'tax invoice or a credit note'.

12. PATENT RIGHTS

The supplier shall indemnify the KwaZulu-Natal Department of Health (hereafter known as the purchaser) against all liability claims of infringement of patent, trademark or 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 work a provider owes to the institution in writing report of the cause and the duration of the delay. Upon receipt of the notification the purchaser shall, in light of the circumstances and frequency of delay, the institution may extend the service providers time for performance.
- 13.2. In the event of delayed performance the purchaser beyond the delivery period, the institution is entitled to purchase a quantity of a similar quantity and quality as a replacement for the outstanding commodities without generating the demand 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 of the purchaser's termination the institution may claim damages from the service provider in the form of a penalty. The service providers and responsibility of the purchaser on the service provider damages in order to determine whether or not the service provider should be awarded a penalty in the future.
- 13.4. If the supplier fails to deliver or make the goods or to perform the services within the periods 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 equivalent to the delivered price of the supplies plus a prime cost of services using the current prime interest rate published by the authority of the day 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 given 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 the contract or gettings under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in conduct or fraudulent practices in competition for or in executing the contract.
 - 14.2. In the event the purchaser terminates this contract in whole or in part, the purchaser may require, 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 on any of the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

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 calculated 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 Contribution.

1.4 The maximum points for this quote is as set out in the table below:

Criteria	Maximum 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 (aged or 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 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 or level of contributor 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 price need be stipulated form in response to an invitation by a person of state to the provision of goods or services through negotiated and covered 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 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 of contributor issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirements stipulated in terms of the B-BBEE Act.
- (i) "QSE" means a qualifying small 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 awarded for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)^2$$

Where

- P_s = Price scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = 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	Points Awarded
1	20
2	18
3	16
4	14
5	12
6	10
7	8
8	6
9	4
10	2
Not a B-BBEE 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 4.1 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 contribution.)

7. SUB-CONTRACTING

applicable box)

(Tick

7.1 Will any portion of the contract be subcontracted?

YES	NO
-----	----

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted? _____ %
- ii) The name of the subcontractor: _____
- iii) The B-BBEE status level of the subcontractor: _____

(Tick applicable box)

8. Whether the sub-contractor is an EME or QSE

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

YES	NO
-----	----

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 migrant/volants		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY TYPE

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 proprietor
- 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. architect, etc.)

9.7 Total number of years that 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 claim/s claimed, based on the B-BBEE 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 now declare that:

- i) The information for the claim is true and correct;
- ii) The preference claim is stated 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 to the purchaser prior to the satisfaction of the purchaser that the claim/s 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 participating in the process;
 - (b) recover costs/losses/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 any provisions for the arrangements of the contract cancellation;
 - (d) recommend that the claim/s or contributor, its shareholders and directors, or any one or more of them, 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 for action for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

TECHNICAL SPECIFICATION

Clause T1

This specification establishes the requirements, supply, delivery, end user training, demonstration, commission and installation of a infusion pump that comprises of the latest technology and it must be capable of automatically regulating the user SET infusion rate during intravenous administration. The unit offered must also be capable of carrying out blood administration. Bidder must state if two different type of giving sets are required for the abovementioned applications. Each unit must be supplied with 20 giving sets and the cost of which must also be included in the final bid price.

N.B. Bidder must state the cost inclusive of V.A.T. of the infusion giving sets, for all applications, on the schedule of optional accessories at the end of this Technical Specification.

BIDDER'S COMMENTS

Clause T1.1

The unit offered must be suitable for adult, paediatric and neonatal application.

BIDDER'S COMMENTS

Clause T2

The unit offered must also be capable of delivering a user selectable VOL/HR at a desired user selectable ML/HR which must be automatically controlled by the internal circuitry employing a linear peristaltic drive mechanism. The linear peristaltic drive mechanism must have proven reliability.

BIDDER'S COMMENTS

Clause T3

The unit offered must operate from both the 220V \pm 10%, 50Hz single phase a.c. supply and an internally fitted rechargeable battery.

BIDDER'S COMMENTS

Clause T4

The unit offered must be fused in both the LIVE and NEUTRAL.

FOR YOUR COMMENT:

.....

Clause T5

The unit offered must be supplied with an internal rechargeable battery and the cost of which must be included in the final bid price. Please state the capacity, the voltage and type of battery used. In the event of a 220V mains failure the battery must automatically take over and provide continuous operation.

N.B. Bidder must state the price inclusive of V.A.T. of the internal rechargeable battery on the schedule of optional accessories.

FOR YOUR COMMENT:

.....

Clause T6

The internal rechargeable battery must be of a reasonable capacity, such that with battery power the unit must be able to operate continuously for a minimum of six (6) hours at a user set infusion rate of 125ml/h.

FOR YOUR COMMENT:

.....

Clause T7

The battery charger for charging the internal rechargeable battery and power supply must be internally fitted into the infusion pump. Infusion pumps that are quoted on and use external battery chargers and power supply will not be considered.

FOR YOUR COMMENT:

.....

Clause T8

The infusion pump offered must be provided with circuitry, which must ensure that the internal rechargeable battery will be protected against over-charge and over-discharge.

FOR YOUR COMMENT:

.....

Clause T9

The infusion pump must be fully operable from the 220V \pm 10%, 50Hz a.c. supply regardless of the internal rechargeable battery condition.

SYDNEY COMMENTS:

Clause T10

The internal rechargeable battery must be automatically charged when the unit is connected to a live 220V, 50Hz a.c. supply

SYDNEY COMMENTS:

Clause T11

If a drop / flow sensor is used to detect flow it must have the following features:

- a. It must have an extendable cable.
- b. It must be robust.
- c. Detect fluid flow through a drip chamber.

SYDNEY COMMENTS:

Clause T12

If a drop / flow sensor is not used, bidder must briefly describe how the flow is controlled and regulated.

SYDNEY COMMENTS:

Clause T13

The unit must provide user selectable infusion RATE in a minimum range of 0.1 to 999ml/h.

SYDNEY COMMENTS:

Clause T14

The unit must provide variable pressure settings which can be manually adjusted with a continuous on screen display.

REVISION COMMENTS

Clause T15

The unit must be provided with a user selectable infusion VOLUME LIMIT in the minimum range of 1 to 9999ml.

REVISION COMMENTS

Clause T16

The response time of the infusion pump to attain and maintain the user selected infusion RATE must be rapid. State the response time over the whole range.

REVISION COMMENTS

Clause T17

It must not be possible to change the RATE while the infusion is in progress, the infusion must first be stopped to allow user to select a new RATE before restarting infusion or alternately there must be ample safety precautions against unauthorized tampering of any infusion settings.

REVISION COMMENTS

Clause T18

The following must be clearly displayed on the front panel under all lighting conditions:

- a. Pump is switched in the ON position.
- b. A.C. mains power supply operation.
- c. Battery power supply operation.
- d. Infusion RATE selected.
- e. Volume to be infused setting.
- f. Volume infused.
- g. Alarm condition and possible alarm / error messages.
- h. Pressure reading.

REQUIREMENTS

Clause T19

The unit must be small and lightweight. Preferably the unit must be part of a stacking / docking system.

REQUIREMENTS

Clause T20

All alarm conditions must be accompanied by an audible and visible warning.

REQUIREMENTS

Clause T21

A colus function must be provided which is easily accessible with adjustable rate and volume settings

REQUIREMENTS

Clause T22

When an infusion is completed it must be accompanied by an audible warning.

REQUIREMENTS

Clause T23

On completion of an infusion, there must be provision for a KEEP VEIN OPEN (KVO) RATE. State the KVO rate on the unit offered.

REQUIREMENTS

Clause T24

The unit must ensure automatic clamping of the line on removal from the unit to prevent free flow of fluid.

Clause T25

The unit offered must activate alarms for the following minimum conditions:

- a. Air in the infusion line / air in line detection.
- b. Closed clamp on infusion giving set during infusion start up attempt.
- c. Occlusion during infusion administration.
- d. LOW battery.
- e. Open door.
- f. Infusion set removed and also when not properly loaded.
- g. Mispositioned flow sensor / detector where applicable.
- h. Completion of selected volume to be infused.
- i. Zero infusion rate selected and start up attempted.
- j. Zero volume selected for infusion and start up attempted.
- k. Internal malfunction.
- l. Malfunctions detected during self test at power up
- m. High pressure limit exceeded.

Clause T22

The LOW BATTERY alarm must alert the user that there is a limited duration of battery power operation left.

Clause T26.1

At the COMPLETION OF THE SELECTED VOLUME TO BE INFUSED and where the unit goes onto the KVO rate the unit must warn the user with an audible intermittent warning that the selected volume to be infused has been completed and that the instrument has now gone onto a KVO rate.

Clause T28.2

All other alarm conditions must either prevent an infusion being started or must stop the infusion and deliver an audible warning.

BIDDER'S COMMENTS:
.....
.....
.....

Clause T27

The infusion pump offered must deliver the preset volume with an accuracy of better than $\pm 5\%$ through out the whole range of infusion.

BIDDER'S COMMENTS:
.....
.....
.....

Clause T28

The bidder must state the accuracy of the unit offered.

BIDDER'S COMMENTS:
.....
.....
.....

Clause T29

The bidder must state clearly if a dedicated giving set is required to achieve accuracy. Bidder must also clearly state if there are other compatible brands of giving sets that can be used on the unit offered.

BIDDER'S COMMENTS:
.....
.....
.....

Clause T30

The bidders must submit a written statement / report on the performance of the infusion pump offered, in the presence of a working electro-surgery unit.

BIDDER'S COMMENTS:
.....
.....
.....

Clause T31

The unit offered must be equipped with memory, which stores alarm messages which could be recalled by service technicians when carrying out preventative maintenance, repairs or servicing. Bidder must specify this memory capacity.

BIDDER'S COMMENTS:

Clause T32

It is important that the unit must have a service mode, which could be accessed by service technicians thus enabling them to check important parameters of the unit, without having to dismantle the unit

BIDDER'S COMMENTS:

Clause T33

The casing of the unit offered must be impact resistant.

BIDDER'S COMMENTS:

Clause T34

The offered unit must be provided with a universal adapter, which will allow the unit offered to be attached to either a mobile drip stand or a gabler rail. It is the responsibility of the bidder to ascertain from the end user which type of attachment is required in the facility for which the unit is ordered.

BIDDER'S COMMENTS:

Clause T35

Should a video/VCD/DVD on the operation of the unit be available it must be offered with the item.

BIDDER'S COMMENTS:

Clause T35

The bidder must undertake to quote on all accessories that will be required in order that the unit could be put into operation immediately after delivery. The price inclusive of V.A.T. of these accessories must be submitted on the schedule of optional accessories at the end of this Technical Specification.

BIDDER'S COMMENTS:

Clause T37

MAINTENANCE AND SERVICE AGREEMENT

Upon termination of the guarantee / warranty period the bidder must provide a fully - costed PREVENTATIVE MAINTENANCE AND SERVICE AGREEMENT for a period of 3 years to commence upon termination of the guarantee / warranty period with an option to enter into a renewable agreement.

BIDDER'S COMMENTS:

Clause T38

GUARANTEE / WARRANTY

The bidder must provide a minimum of 24-month warranty / guarantee period for the unit offered.

BIDDER'S COMMENTS:

SCHEDULE OF ACCESSORIES

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

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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 Price inclusive of V.A.T.:

Local (KwaZulu-Natal) Agent:

Delivery Period:

R S A Import Permit Holder:

Bidder:

Signature: Date:

Address:

Telephone No. Fax No.

Contact Person
(Please Print)
(PLEASE PRINT)