AdvertQuote

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date:	2022-05-24
Closing Date:	2022-05-31
Closing Time:	11:00

INSTITUTION DETAILS

Institution Name:	Grey's hospital
Province:	KwaZulu-Natal
Department or Entity:	Department of Health
Division or section:	Central Supply Chain Management
Place where goods / services is required	Grey's Hospital
Date Submitted	2022-05-24

ITEM CATEGORY AND DETAILS

Quotation Number:	ZNQ: GRS 225/04/22
Item Category:	Goods
Item Description:	Syringe Drivers. Item 15 on NTSG 2022 - 2023 (H.T.S AS PER SPECIFICATION ATTACHED)
Quantity (if supplies)	6 Each

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:	Not Applicable
Date :	
Time:	
Venue:	
QUOTES CAN BE COLLECTED FROM:	KZN Departmental Website
QUOTES SHOULD BE DELIVERED TO:	Grey's Hospital Tender Box / Fax: 033 897 3006

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name:	Sipho Sikithi
Email:	Not Allowed / Fax: 033 897 3006
Contact Number:	033 897 3492
Finance Manager Name:	Mrs. B.G Anderson
Finance Manager Signature:	PP

No late quotes will be considered

CRS: 225/04/22

REVISED: 03/08/2011
Preamble B

PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

HEALTH TECHNOLOGY SERVICES (H.T.S.)

SPECIFICATION FOR:

UMDNS: 13217

INFUSION PUMP SYRINGE – GENERAL PURPOSE

SPECIFICATION: H.T.S. NO. E 160 (ELECTRONICS)

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

NO	GENERAL CLAUSES	BIDDERS COMMENTS: TICK (√) APPROPRIATE BOX COMPLY	DOES NOT COMPLY
Clause G1	The bidder must Guarantee that no additional equipment will be required for the successful operation of the equipment bidded for on delivery and 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 G2	Optional accessories must be offered separately on the Schedule of optional accessories found at the end of the technical specification, indicating catalogue numbers, correct descriptions and prices inclusive of **V.A.T.**		
Clause G3	The Mains Cable, where applicable, 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, where applicable, of the unit being quoted for must be S.A.N.S. colour coded.**		
Clause G4	Where applicable the equipment, bidded for, operates off 220 Volt,		

12/4/2022

NO	GENERAL CLAUSES	BIDDERS COMMENTS: TICK (√) APPROPRIATE BOX COMPLY	DOES NOT COMPLY
	50Hz a.c. supply, the bidder must ensure that the product being quoted for is fitted with a 15 Amp S.A.N.S. approved mains plug top, which is held together by two screws.		
Clause G5.1	Bidder must state the Radiation Control licence number of the make and model of equipment offered. 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 licence in terms of the Act on Hazardous Substances (Act. 15/1973) must be submitted with this bid document. The licence must be registered under the bidders name or a letter of joint venture must be submitted by the licence holder where the licence is not in the name of the bidder. **BIDDERS THAT NEGLECT TO SUBMIT A LICENCE WILL NOT BE CONSIDERED.**		
Clause G5.2	Equipment offered that do not require Radiation Control licensing, must be CE approved and the equipment offered shall be affixed with a CE mark label.		
Clause G6	UPGRADABILITY: All future upgrades (hardware and software), where applicable, involving patient safety must be offered at no additional cost. All future upgrades removing software viruses from existing software, where applicable, must be supplied at no additional cost. **Any software upgrade, where applicable, before or after installation of the equipment must be brought to the attention of the Manager, Health Technology Services.**		
Clause G7	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 this bid / quotation offer.**		
Clause G8	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor, where applicable.		
Clause G9	The equipment offered on this bid must be supported with a letter of appointment of the bidder as a sole agent by the original equipment manufacturer. NOTE: Where the equipment offered is supplied with a joint venture agreement, the bidder must supply all necessary documentation as listed above together with a letter of confirmation of the joint venture agreement with signatures of both parties.		
Clause G10	The bidder must have a well established service and repair facility in KwaZulu-Natal, to service, repair and calibrate the equipment offered. Please supply details as follows: **Company name** :_____ **Technician/s name/s (Based in KZN)** :_____ **Physical Address** :_____		

NO	GENERAL CLAUSES	BIDDERS COMMENTS: TICK (√) APPROPRIATE BOX COMPLY	DOES NOT COMPLY
	Telephone Number/s :_____ **Fax number** :_____ ***(The Health Technology Services reserves the right to inspect the premises).***		
Clause G11	SUBCONTRACTOR – *Where applicable* If the service is subcontracted to a local service agent, a signed copy of the letter of appointment by the bidder and acceptance by the subcontractor must be submitted with this bid / quotation. Please supply details as follows: **Company name** :_____ **Technician/s name/s** :_____ **(Based IN KZN)** **Address** :_____ _____ **Telephone Number/s** :_____ **Fax number** :_____ ***(The Health Technology Services reserves the right to inspect the premises).***		
Clause G12	MANUALS **The successful bidder must include in their offer at no extra cost to the final bid price:** Complete original user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language. Complete **ORIGINAL** Service / Repair Manual x 2 (two) Book / File; CD; DVD copies in English Language which MUST include the following information: Fault finding guide, Circuit diagrams / Schematics, Circuit Descriptions, and **PCB** Layouts, Calibration guide, Part Numbers and exploded diagram of Mechanical Parts / Panels.		
Clause G13	The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets with equipment specifications that are applicable to the offer. **FAILURE TO SUBMIT THE ABOVE WILL RESULT IN THE BID NOT BEING CONSIDERED.**		
Clause G14.1	All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twelve (12) Months. The successful bidder must arrange with both the respective Hospital / Institution and the Health Technology Services before Commissioning the Equipment at the respective Hospital / Institution. The bidder to note that the Guarantee period must only take effect upon successful Commissioning at the respective Hospital / Institution and **successful test and acceptance by the Health Technology Services.**		
Clause G14.2	The bidder must state the guarantee period of the equipment offered.		

NO	GENERAL CLAUSES	BIDDERS COMMENTS: TICK (√) APPROPRIATE BOX COMPLY	DOES NOT COMPLY
Clause G14.3	The recommended number of services, per annum, 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 service/s will be for the bidders account.		
Clause G14.4	The bidder must state the number of services that will be provided during and up to the end of the guarantee period.		
Clause G14.5	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 QA testing that is required by the Department of Health's Radiation Control Board during the guarantee period.		
Clause G14.6	Travelling and Travelling Time costs must be included during the Guarantee Period.		
Clause G14.7	Spares that may be required during the Guarantee Period will be supplied at the expense of the bidder.		
Clause G14.8	Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-Day basis.		
Clause G15	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 undertake to 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.		
Clause G16	The successful bidder must provide the Health Technology Service's in house Technicians, a demonstration of the product offered, **full training** in the calibration, maintenance, service and repair of the product down to PCB Level. N.B. The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidders account. A Certificate of Competency must be issued on completion of the training. The Training must be provided by the successful bidder to the Health Technology Services within three months from date of initial supply and delivery of the equipment to the end user.		
Clause G17	The successful Bidder must at no extra cost provide additional on going training for end users and technical staff on the equipment offered.		

TECHNICAL SPECIFICATION.

Clause T1

This specification establishes the requirements, supply, delivery, end user training, demonstration, commission and installation of a syringe driver capable of programming for either volume or drug delivery in µg/mg/g per min/h/kg and it must be capable of an adjustable bolus administration. The unit being quoted on is required for general application and not intended for any dedicated application. Bidders must clearly note that units that make use of dedicated syringes and dedicated extensions may **not be** considered and therefore bidders must clearly state here under if whether the unit being quoted on makes use of dedicated syringes and dedicated extensions.

BIDDER'S COMMENTS:

Clause T2

Preference will be given to a unit, which could be used with all common sizes of syringes. State the various sizes of syringes that could be used with the unit being quoted on. Preference will also be given to a unit, which is compatible with the use of various common makes / brands of syringes that are available. State the various brands of syringes that could be used with the unit being quoted on.

BIDDER'S COMMENTS:

Clause T2.1

Bidders must state whether this unit can be pre-programmed for a specified drug. The bidder must state how many? The bidder must state if unit being quoted on is supplied with built in **Dose / Volume** calculation. If it is available **ONLY** as an optional feature, the bidder must clearly state the **price** inclusive of **V.A.T.** of the unit **OFFERED with** and **without** this optional feature.

BIDDER'S COMMENTS:

Clause T3

The unit must automatically sense the syringe size and display visual indication on the front panel of the size of the syringe loaded. It must not be possible to operate the unit without it being loaded with a syringe.

BIDDER'S COMMENTS:

Clause T4

The infusion rate must be selectable in a minimum range of 0.1 to 199.9 ml/h and the infusion rate must be well displayed on the display mounted on the front panel and which must offer excellent visibility under all lighting conditions. The unit must also include the delivery of a bolus dose when required during the normal infusion delivery. The unit must revert to the previously selected normal infusion delivery after administering a bolus.

BIDDER'S COMMENTS:

Clause T5

It must not be possible to change the flow rate while the pump is running, the design must be such that the pump must first be stopped, flow rate changed and then restarted **or** alternatively there must be ample safety precaution against unauthorized tampering of any settings. If no flow rate / zero flow rate is selected, it must not be possible to start the infusion delivery. The unit must provide a visible alarm within a preset period should the infusion delivery not be started. **State this time interval.**

BIDDER'S COMMENTS:

Clause T6

The control panel must be flush and all push buttons and switches must preferably be flush membrane type and provide resistance for the entry of fluids in to the internal workings and circuits of the unit.

BIDDER'S COMMENTS:

Clause T7

The Control panel must indicate whether 220V, 50Hz a.c. line power or internal rechargeable battery power is being used.

BIDDER'S COMMENTS:

Clause T8

An essential feature must be "an infusion in progress" indicator, which will provide the operator with visual indication that the pump is carrying out infusion.

BIDDER'S COMMENTS:

Clause T9

The unit must produce a continuous audible and visual alarm for end of travel of syringe plunger. The unit must also be equipped with an audible and visible pre-alarm and its function must be such that it will indicate when the syringe travel plunger is nearing its end and/or when the set **Volume to be infused** is approaching final completion.

BIDDER'S COMMENTS:

Clause T10

The maximum occlusion pressure at which the unit will provide an alarm e.g. with the use of a 50ml syringe at 1ml and all higher rates must be stated by the bidder for the unit being quoted on.

BIDDER'S COMMENTS:

Clause T11

The time to alarm following occlusion at 1 ml/h and all higher rates must be stated by the bidder for the unit being quoted on.

BIDDER'S COMMENTS:

Clause T12

The bolus following release of occlusion at 1 ml/h and all higher rates (at alarm) $\leq$ 0,6 ml on the unit being quoted for.

BIDDER'S COMMENTS:

Clause T13

The unit must be provided with a **Low Battery** alarm to warn of impending depletion of the internal rechargeable battery power.

BIDDER'S COMMENTS:

Clause T14

It must be possible to temporarily silence the alarm for a period of time not exceeding two minutes at which point in time if the fault condition still exists the unit must automatically provide an audible alarm again.

BIDDER'S COMMENTS:

Clause T15

There must be a test routine for the verification of operation of alarms on the unit being quoted on.

BIDDER'S COMMENTS:

Clause T16

There must preferably be separate switch controls and indicators for starting and stopping the pump. When the unit is turned **off**, the previous settings such as **volume** and **dose** delivery must be retained in memory and displayed at next switch on.

BIDDER'S COMMENTS:

Clause T17

There must be a fast purge mode of operation, which will allow priming of **IV** line. It must not be possible to operate the unit continuously in this mode.

BIDDER'S COMMENTS:

Clause T18

The unit must be designed to operate from both the 220V ± 10%, 50Hz a.c. single-phase power supply and an internal rechargeable battery. The unit must be fused in **both the LIVE and NEUTRAL.**

BIDDER'S COMMENTS:

Clause T19

The unit must be supplied an internal rechargeable backup battery, capable of operating the pump for a minimum of two hours in the event of the 220V, 50Hz a.c. power supply failure. It is essential that the changeover to battery operation on mains failure must be automatic.

BIDDER'S COMMENTS:

Clause T20

The battery charger and power supply must be built in internally to the unit and units that are offered with battery charger and power supply, as a separate item **will not** be considered.

BIDDER'S COMMENTS:

Clause T21

The unit must be provided complete with a universal attachment for mounting the unit to both a drip stand and Gabler Rail.

BIDDER'S COMMENTS:

Clause T22

The accuracy (long term) measured over 60 min at 1ml/h and all higher rates must be better than ± 5% for the unit being quoted on.

BIDDER'S COMMENTS:

Clause T23

The accuracy (short term) at 5 ml/h must be better than ± 5% of mean on 2 minutes observation window for the unit being quoted on.

BIDDER'S COMMENTS:

Clause T24

Time from start-up to attain 95% of rate set at 1 ml/h and all higher rates must be stated by the bidder for the unit being quoted on.

BIDDER'S COMMENTS:

Clause T25

A desirable feature must be a syringe barrel clamp alarm or equivalent.

BIDDER'S COMMENTS:

Clause T26

A desirable feature must be a syringe plunger disengaged alarm or equivalent.

BIDDER'S COMMENTS:

Clause T27

The unit must be capable of displaying total **Volume Infused.** Any bolus administered by the unit during normal infusion must be added to the **total volume infused** and displayed.

BIDDER'S COMMENTS:

Clause T27.1

The unit being offered shall have been subjected to a clinical evaluation. A clinical evaluation report shall accompany the bid offer. If the unit has not been subjected to a clinical evaluation, the bidder must arrange for a clinical evaluation to be carried out, and an evaluation report must be forwarded.

BIDDER'S COMMENTS:

Clause T27.2

The unit must include a service mode that could be accessed by a service technician to enable key parameters of the unit to be checked without dismantling the unit.

BIDDER'S COMMENTS:

Clause T28

The unit being quoted for must not be susceptible to electro magnetic interference. Bidder's must provide statement as to the performance of the unit in the presence of electro-magnetic interference such as that from an electro-surgery unit.

BIDDER'S COMMENTS:

Clause T29

The casing of the unit being quoted for must be well sealed, so as to prevent liquids from splashes gaining entry into the internal workings of the units such as **P.C.B.'s** and resulting in costly damage.

BIDDER'S COMMENTS:

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

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. _____

Local (KwaZulu-Natal) Agent _____

Delivery Period _____

R S A Import Permit Holder _____

BIDDER _____

SIGNATURE _____ DATE _____

ADDRESS _____

_____

TELEPHONE NO. _____ FAX NO. _____

CONTACT PERSON _____
(PLEASE PRINT)

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: GREYS HOSPITAL

DATE ADVERTISED: 24-05-2022 CLOSING DATE: 31-05-2022 CLOSING TIME: 11:00

FACSIMILE NUMBER: 033 897 3006 E-MAIL ADDRESS: Not Allowed

PHYSICAL ADDRESS: .....

QUOTE NUMBER: GRS 225/04/22

DESCRIPTION: SYRINGE DRIVERS, ITEM 15 ON NTSG 2022 - 2023(HTS SPEC NO. E160)

CONTRACT PERIOD..... VALIDITY PERIOD 60 Days SARS PIN.....
(*if applicable*)

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX SITUATED AT *(STREET ADDRESS)*

.....

.....

.....

Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.

The quote box is open from 08:00 to 15:30.

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

THIS QUOTE IS SUBJECT TO THE FOLLOWING EVALUATION PROCESS

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

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE.....NUMBER..... FACSIMILE NUMBER CODE .....NUMBER.....

CELLPHONE NUMBER .....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER (If VAT vendor) .....

OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R30 000 QUOTE NUMBER: GRS 225/04/22

DESCRIPTION: SYRINGE DRIVERS ITEM: 15 ON NTSG 2022 - 2023 (HTS SPEC NO.E160)

SIGNATURE OF BIDDER ..... DATE.....
[By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1	6 EACH	SYRINGE DRIVERS				
		ITEM: 15 ON NTSG 2022 - 2023				
		NB: (HTS SPEC NO.E160)				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

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

Enquiries regarding the quote may be directed to:	**Enquiries regarding technical information may be directed to:**
Contact Person: .....Tel:.....	Contact Person: .....Tel:.....
E-Mail Address:	

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 interest[1] 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 consortium[2] will not be construed as collusive bidding.

3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....	.....	.....
Name of Bidder	**Signature**	**Position**	**Date**

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

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

GENERAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

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

4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the price, is incomplete in any respect, the said supplier meets all specification requirements and offers the lowest price, the Department reserves the right to request the bidder to complete/ submit such information.
4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
4.6. Use of correcting fluid is prohibited and may render the response invalid.
4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
4.8. Where practical, prices are made public at the time of opening quotations.
4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.

5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.

5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.

5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.

5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.

5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.

(i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.

(ii) If samples are not collected within two months of close of quote the institution reserves the right to dispose of them at their discretion.

6.2. **Samples must be made available when requested in writing or if stipulated on the document.**

(i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

(i) The institution has determined that a compulsory site meeting ☐ take place

(ii) Date _____/_____/_____ Time_____:_____ Place _____

Institution Stamp:	Institution Site Inspection / briefing session Official Full Name: ..... Signature: ..... Date: .....

8. STATEMENT OF SUPPLIES AND SERVICES

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

9. TAX COMPLIANCE REQUIREMENTS

9.1. In the event that the tax compliance status has failed on CSD, ***it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier***.

9.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, ***the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17***.

10. TAX INVOICE

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

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

11. PATENT RIGHTS

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

12. PENALTIES

12.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.

12.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.

12.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.

12.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

13. TERMINATION FOR DEFAULT

13.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
(ii) if the supplier fails to perform any other obligation(s) under the contract; or
(iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

13.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.

13.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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