

# **Quotation Advert**

**Opening Date:** 

28/08/2024

**Closing Date:** 

03/09/2024

**Closing Time:** 

11:00

**INSTITUTION DETAILS** 

Institution Name:

Charles Johnson Memorial Hospital

Province:

KwaZulu-Natal

Department of entity:

Department of Health

Division or section:

Central Supply Chain Management

Place where goods/

**Charles Johnson Memorial Hospital** 

Date Submitted:

28/08/2024

ITEM CATEGORY AND DETAILS

Quotation number:

CJM0135/2024-2025

Item Category:

Goods

Item Description:

Supply and deliver: Auto reader 390 Attest tm for steam with

attest rapid readout.

Quantity (if supplies): N/a

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:

Not applicable

Date:

Ma

Time:

N/a

Venue:

N/A

QUOTES CAN BE COLLECTED FROM: KZNhealth Website

QUOTES SHOULD BE DELIVERED TO: Lot 92 Hlubi street, main road. Ngutu 3135.

Tender box next to OPD gate.

**ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:** 

Name:

Mr M.J.Sithole

Email:

Mzothule.Sithole@kznhealth.gov.za

Contact number: 034 271 6446/5

Finance Manager: Mr E.M.Mahlinza

Finance Manager Signature



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STATE DEI	LIVERY PERI	OD (E.G. 3 D.	AYS, 1 WEEK)	SIGNATURE OF	BIDDER:	ereby agree to all	term	s and o	condition	ns]



# BIDDER'S DISCLOSURE

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
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	from the bid process.		
	BIDDER'S DECLARATION  Is the bidder, or any of its directors / trustees / shareholder enterprise, employed by the state?  If so, furnish particulars of the names, individual identity nu shareholders / members/ partners or any person having a	mbors, and if applicable, state employee n	umbers of sole proprietor/ directors / trustees /
	shareholders / members/ partners or any person having a	NTITY NUMBER	NAME OF STATE INSTITUTION
	FULL NAME		
			the procuring institution <sup>2</sup> ? YES / NO
2.2.	Do you, or any person connected with the bidder, have a		ed by the procuring institution .
2.2.1.			
2.3.	Does the bidder or any of its directors / trustees / shareho enterprise have any interest in any other related enterpris		aving a controlling interest in the YES / NO ontract?
2.3.1.	.1. If so, furnish particulars:		
3	DECLARATION		in submitting the accompanying bid, do hereby make
	I, the undersigned,(name)		
3.1.		ure; ed if this disclosure is found not to be true a	nd complete in every respect;
3.2. 3.3.	The hidder has arrived at the accompanying bid indeper	idently from, and without consultation, com	construed as collusive bidding.
3.3.	competitor. However, communication between partiters	III a joint vontare or serve	and the congression the quality, quantity,
3.4.		cations, agreements of arrangement	the intention or decision to submit or not to
	relates.	I the hidder directly	or indirectly, to any competitor, prior to the date and

- 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 3.5. time of the official bid opening or of the awarding of the contract.
- 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 3.6. institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 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 ram aware mat, in addition and without prejudice to any other remedy provided to compat 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 3.7. 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.

PREVENTING AND COMBATING ABOSE	E III THE SOLLET		
	SIGNATURE	POSITION	DATE
NAME OF BIDDER	SIGNATORE		

<sup>1</sup> 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.

<sup>2 &</sup>quot;Procuring Institution" refers to all institutions under the Accounting Officer of the Department of Health.

<sup>3</sup> 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

GCC

### NOTES

- Draw special attention to certain general conditions applicable to government bids, contracts and orders; and The purpose of this document is to:
- To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid/quotation documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

#### Definitions 1

The following terms shall be interpreted as indicated:

- "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, 1.1. including all attachments and appendices thereto and all documents incorporated by reference therein. 1.2.
- "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.3.
- "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement 1.4.
- "Countervalling duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products process or in contract execution. 1.5.
- "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is 1.6. substantially different in basic characteristics or in purpose or utility from its components.
- "Day" means calendar day. 1.7.
- "Delivery" means delivery in compliance of the conditions of the contract or order.
- "Delivery ex stock" means immediate delivery directly from stock actually on hand. 1.8.
- "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the 1.9. conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.10.
- "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and 1.11. which have the potential to harm the local industries in the RSA
- "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions 1.12.
- "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive 1.13. levels and to deprive the bidder of the benefits of free and open competition.
- "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. 1.14.
- "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be 1.15. imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs 1.16. such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding 1.17. 1.18.
- "Order" means an official written order issued for the supply of goods or works or the rendering of a service. activities. 1.19.
- "Project site," where applicable, means the place indicated in bidding documents. 1.20.
- "Purchaser" means the organization purchasing the goods. 1.21.
- "Republic" means the Republic of South Africa. 1.22.
- "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the 1.23. 1,24. supplier covered under the contract.
- "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing. 1,25.

- These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.1.
- Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 2.2.
- Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply. 2.3.
- Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a 3.1. bid. Where applicable a non-refundable fee for documents may be charged.
- With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za 3.2.



The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

# Use of contract documents and information; inspection.

- The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the 5.1. supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be
- The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for 5.2.
- Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 5.3.
- The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors 5.4. appointed by the purchaser, if so required by the purchaser.

### 6

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use 6.1. of the goods or any part thereof by the purchaser.

- Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the
- The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete 7.2.
- The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall 7.3.
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC. 7.4.

# Inspections, tests and analyses

- All pre-bidding testing will be for the account of the bidder. 8.1.
- If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the 8.3.
- If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of 8.4. the inspections, tests and analyses shall be defrayed by the purchaser.
- Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier. 8.5.
- Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.6.
- Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost 8.7. and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, 8.8. or to act in terms of Clause 23 of GCC.

- The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the 9.1. remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser. 9.2.

# 10

- Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other 10.1. documents to be furnished by the supplier are specified in SCC.
- Documents to be submitted by the supplier are specified in SCC. 10.2.

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or 11.1. acquisition, transportation, storage and delivery in the manner specified in the SCC.

# STANDARD QUOTATION DOCUMENT FOR QUOTATIONS ABOVE R2 000.01



Transportation 12

Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC. 12.1.

Incidental services 13

- The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the
- Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties 13.2. and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14

- As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts
  - manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15

- The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source 15.2. country, whichever period concludes earlier, unless specified otherwise in SCC.
- The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or 15.3. parts thereof, without costs to the purchaser.
- If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the 15.5. supplier under the contract.

16

- The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in 16.1. 16.2.
- Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.3.
- Payment will be made in Rand unless otherwise stipulated in SCC. 16.4.

17

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. 17.1.

Contract amendments 18

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. 18.1.

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. 19 19.1.

20

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in 20.1. the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

- Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the 21 21.1.
- If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon 21.2. as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract
- No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local 21.3.
- The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. 21.4.

# STANDARD QUOTATION DOCUMENT FOR QUOTATIONS ABOVE R2 000.01



- Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of
- Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods 21.6. delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

### 22

Subject to GCC Clause 25, 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 22.1. 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. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

- 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
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 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 23.2. goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 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 23.3. such supplier from doing business with the public sector for a period not exceeding 10 years.
- If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the 23.4. stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the 23.5. enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following 23.6.
  - the name and address of the supplier and I or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed 23.7. on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

# Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional 24 payment or anti-dumping or countervailling right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount whichmay be due to him.

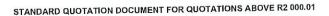
# 25

- Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an 25.1.
- If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise if a force inequal situation arises, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall 25.2. seek all reasonable alternative means for performance not prevented by the force majeure event.

# 26

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or 26.1. remedy which has accrued or will accrue thereafter to the purchaser.

If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the 27.1. parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.





- If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.3.
- Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

#### Limitation of liability 28

- Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.
  - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### 29

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be 29.1. written in English.

#### Applicable law 30

The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. 30.1.

- Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of 31.1.
- The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of 31.2. posting of such notice.

### 32

- A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.1.
- No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a 32.2. 32.3. tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

#### National Industrial Participation (NIP) Programme 33

The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. 33.1.

#### **Prohibition of Restrictive practices** 34

- In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved 34.1. in collusive bidding (or bid rigging).
- If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser 34.3. may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

# SPECIAL CONDITIONS OF CONTRACT

SCC

### AMENDMENT OF CONTRACT

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. 1.1.

#### CHANGE OF ADDRESS 2.

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

# GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- The Department is under no obligation to accept the lowest or any quote. 3.1.
- The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities 3.2. 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.
- ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION. 3.3
- The price quoted must include VAT (if VAT vendor). 3.4.
- 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 3.5. 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.
- The bidder must ensure the correctness & validity of the quotation: 3.6.
  - (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.
- The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the 3.7. Principal (s) liable for the due fulfilment of this contract.
- This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required 3.8. documentation must be completed in full and submitted.
- Offers must comply strictly with the specification. 3.9.
- Only offers that meet or are greater than the specification will be considered. 3.10.
- Late offers will not be considered. 3.11.
- Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months. 3.12.
- Used/ second-hand products will not be accepted. 3.13.
- A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered. 3.14.
- All delivery costs must be included in the quoted price for delivery at the prescribed destination. 3.15.
- 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 3.16.
- In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point. 3.17.
- In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. 3.18.
- Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid. 3 19
- In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both 3.20. corruption and acquisition fraud.

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

- 4 Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the 4.1. masculine gender shall include the feminine and the neuter.
- Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, 4.2. but an original signature must appear on such photocopies.
- The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated. 4.3.
- 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 4.4. 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.
- Any alteration made by the bidder must be initialled; failure to do so may render the response invalid. 4.5.
- Use of correcting fluid is prohibited and may render the response invalid. 4.6.
- Quotations will be opened in public as soon as practicable after the closing time of quotation. 4.7.
- Where practical, prices are made public at the time of opening quotations. 4.8.
- 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 4.9. indication thereof must be stated on the schedules attached.
- The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation. 4.10.

#### SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS 5.

- 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 5.1.
- Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with 5.2. 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
- All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing 5.3. 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.
- 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 5.4. quotation will be considered.



# **ANNEXURE A: SPECIFICATION FORM**

NAME O	F PROCURING FACILITY	CHARLES JOHNSON MEMORIAL HOSPITAL			
QUOTATI	ON NO	CJM0135/2024-2025			
ITEM DES	SCRIPTION	Supply and Deliver Auto Reader 390 for steam with attest rapid readout biological indicators, Mouth gag paediatric, ENT diagnostic set and Infant Laryngoscope			
ITEM PUF	RPOSE	For assessing and screening patients			
NAME OF	THE BIDDER				
ITEM DET	TAILED SPECIFICATION		COMPLIES (YES/NO)		
1.	indicators. A technological sy	or Steam with attest rapid readout biological ystem with both incubator and the biological peed and efficiency with faster biological result.	·		
2.	Mouth Gag for Paediatric (sur	gical instrument)			
3.	ENT Diagnostic set, standard battached HTS specification)	pattery operated diagnostic set as per the			
4.	Infant laryngoscope fibre opti				
SAMPLE REQUIRED (YES/NO) IF YES WHEN AND HOW?		NO			
ADDENDUM TO SPECIFICATION ATTACHED (YES/ NO)		YES  To fully complete the attached HTS specificatio	n document		
	- J				

# SPECIFICATION APPROVED BY

Name of End-user (in full)	SR M.R. MADLALA	Name of SCM Rep (in full)	M.J. SITHOLE
Designation / Rank (in full)	omn	Designation/ Rank (in full)	5.CM
Signature	MRJala	Signature	nmoundfole
Date	27.05.2024	Date	27/08/2024

GROWING KWAZULU-NATAL TOGETHER

Sign	here		



DIRECTORATE: CHARLES JOHNSON MEMORIAL HOSPITAL HOSPITA

Physical Address: Lot 92 Hlubi Street, Main Road, Nqutu 3135
Postal Address: Private Bag x5503, Nqutu 3135
Tel: 034 2716446 Fax: 034 2711671 Email: Mzothule Sithole@kznhealth.gov.za www.kznhealth.gov.za

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QUOTATION NO.	ZNQ: CJM0135/2024-2025
QUOTATION DESCRIPTION	Supply and Deliver Auto Reader 390 for steam with attest rapid readout biological indicators, Mouth Gag Paediatric, ENT Diagnostic fibre optic & Infant Laryngoscope at CJM hospital
BIDDER NAME	

# **EVALUATION CRITERIA:**

The Department will evaluate quotation received before the closing date and time using three (3) stages,

Stage 1: Administrative, Compulsory and Mandatory Requirements;

Stage 2: Compliance with specifications

Stage 3: Price and Preference Points System

# STAGE 1: ADMINISTRATIVE, COMPULSORY COMPLIANCE AND MANDATORY REQUIREMENTS

NO.	REQUIREMENTS	INCLUDED IN THE PUBLISHED DOCUMENT?	TO BE RETURNED BY BIDDER/ TENDERER?
	Administrative Compliance		
1.	PARTICULARS OF QUOTATION	YES	YES
2.	OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01,MUST BE CACLULATED CORRECTLY AND IN COMPLIANCE WITH SARS REQUIREMENTS	YES	YES
3.	BIDDER'S DISCLOSURE (SBD4)	YES	YES
4.	GENERAL CONDITIONS OF CONTRACT (GCC)	YES	YES
5.	SPECIAL CONDITIONS OF CONTRACT (SCC)	YES	YES
6.	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)	YES	YES
	Compulsory Compliance		
7.	SUPPLIER UPDATED CIPC REGISTRATION DOCUMENTS	NO	YES
8.	A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (For EMEs& QSEs)	NO	YES
9.	COPY OF CENTRAL SUPPLIER DATABASE COMPLIANCE REPORT (CSD)	NO	YES
	Mandatory Requirements		
10.	SARS COMPLIANCE CERTIFICATE	NO	YES
11.	THE OCCUPATIONAL HEALTH & SAFETY ACT 1993 AND SANS COMPLIANCE	NO	YES



View more details

Contact a Sales Rep

Revised: 19/07/2016

# PROVINCE OF KWAZULU-NATAL

**DEPARTMENT OF HEALTH** 

# HEALTH TECHNOLOGY SERVICES (H.T.S)

**SPECIFICATION FOR:** 

**UMDNS: 12293** 

LARYNGOSCOPES FIBRE OPTIC - INFANT

SPECIFICATION: H.T.S. NO. S5B (SURGICAL)

# NB: GENERAL CLAUSES THAT DO NOT APPLY TO THE EQUIPMENT OFFERED MUST BE ANSWERED "COMPLIES", "DOES NOT COMPLY" OR ANSWER THE QUESTION UNDER BIDDERS COMMENTS.

		BIDDERS COMMENTS:
NO	SPECIFICATION	STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G1	The space provided under "Bidder's Comments" for each clause must be used for this purpose. Bidders who neglect to provide answers to every Clause in this Bid Specification will be disqualified. Bidders must note that abbreviated answers e.g. N/A etc. will not be accepted. Bidders must also note that no part of any clause/s in this Bid Specification may be altered. Where there are traces of alterations found to any clauses in this Bid Specification during Adjudication, the Adjudication Committee will reserve the right to disqualify the bidder.  The Bidder must clearly indicate if their offered product complies with the stated requirements, by indicating, "Complies" or "Does not comply" or answer the question next to the corresponding clause.	
Clause G2	All responses must be clear and legible.	
Clause G3	GUARANTEE:	
Clause G3.1	All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twenty four (24) Months. The successful bidder must arrange with the respective Hospital / Institution and the Health Technology Services before Commissioning the Equipment at the respective Hospital / Institution.  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 G3.2	State percentage guaranteed up time of machine (Should be at least 99%).	1
Clause G3.3	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 G3.4	The bidder must state the number of services that will be provided during and up to the end of the guarantee period.	
Clause G3.5	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 Department Health's Radiation Control Board during the guarantee period.	
Clause G3.6	Travelling and Travelling Time costs must be included during the Guarantee Period?	Q .
Clause G3.7	Spares that may be required during the Guarantee Period will be supplied at the expense of the bidder.	
Clause G3.8	Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-Day basis.	3
Clause G3.9	Any repetition (twice or more) of the same type of fault that first occurred during the guarantee period must be considered as a repair under guarantee if it occurs within the first year after the expiry of the guarantee period.	
Clause G3.10	The same guarantee conditions must apply to replacement units.	

		BIDDERS COMMENTS:
NO	SPECIFICATION	STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G4	The successful bidder must Supply, Deliver, Commission and install the Equipment and will be required to demonstrate the product to the applicable	
?	Staff at the Institution and costs for the abovementioned must be included in the final bid price.	
Clause G5	Bidders must offer the Health Technology Service's In House Technicians a demonstration of the product, which will enable the Health Technology Service's In House Technicians to become acquainted with the equipment during the Test and Acceptance phase.	
Clause G6	Preference may be given to a make and model that has been technically and clinically evaluated by a Government Institution within the R.S.A. (Attach proof of evaluation where applicable).	
Clause G7	The successful bidder must provide the Health Technology Service's in house Technicians, <b>full training</b> 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 G8	SERVICING:	
Clause G8.1	The bidder must have a well established service and repair facility in KwaZulu-Natal, to service,repair and calibrate the equipment offered. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.2	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. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.3	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor.	
Clause G8.4	Supply the Name, Address and Telephone Number/s of the Local Service Department within KwaZulu-Natal.	
	Please supply details as follows:	
	Company name :	
0	Physical Address	
	Telephone Number/s : Fax number :	
	(The Health Technology Services reserves the right to inspect the premises).	

		BIDDERS COMMENTS:
NO	SPECIFICATION	STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G14.2	Complete <b>ORIGINAL</b> 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 <b>PCB</b> Layouts, Calibration Guide, Part Numbers and exploded diagram of Mechanical Parts / Panels.	
Clause G14.3	All the above Manuals must be properly bound in either a Book, File or CD form.	
Clause G14.4	The Bidder must supply all software (including software-keys and / or passwords) to allow for trouble shooting (faultfinding), maintenance, calibrations, repairs and services at no additional cost.	
Clause G15	Does your Company have an after hour service back up facility.	
Clause G16	If the equipment is taken away for repairs, a loan set must be made available on request to the end user by the Institution until the Institution's unit is returned. All costs incurred for providing the loan unit must be for the bidders account.	
Clause G17	Bidder must bid on the latest model and Technology that fully complies with this Technical Specification.	
Clause G17.1	The Bidder must state how long this technology has been commercially available (state when the model offered was launched).	
Clause G17.2	The bidder must state if there are any near future updates expected.	
Clause G18	The successful bidder must maintain a system for notifying and providing users with Updates, Modifications, new Software Releases and Recalls.	
Clause G19	The successful bidders must arrange for an acceptance test of the equipment with the Manager of the Health Technology Services and the Hospital Manager. A copy of the original answered Specification, copy of the invoice order and relevant paperwork (PH form) from the receiving Hospital must be submitted with the equipment when the ACCEPTANCE TEST is to be undertaken.	
Clause G20	Where equipment bided for, operates off 220 Volt, 50Hz a.c. supply, bidder must ensure that the product being quoted for is fitted with a 15 Amp approved mains plug top, which is held together by two screws.	
Clause G21	The unit must comply with an acceptable International Electrical Safety Standard such as IEC 60601-1 and 60601-1-2 for Medical Equipment where the quoted equipment operates off an electrical supply.	
Clause G22	All equipment, the installation and any alteration / additions must comply with:	
Clause G22.1	The Occupational Health and Safety Act (1993);	
Clause G22.2	The wiring code S.A.N.S. 0142.	
Clause G23	Units being quoted for must be CE Certified. (Attach a copy of certification). The make and the model offered must be reflected on the certificate.	
Clause G24	The Mains Cable of the unit being quoted for must be the Hospital Grade Type and it must be a minimum length of (3) three metres.  N.B. The mains cable of the unit being quoted for must be S.A.N.S. colour coded.	

		BIDDERS COMMENTS:
NO	SPECIFICATION	STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G25	The equipment being quoted for must be protected against Electro magnetic Interference.	
Clause G26	Only new equipment must be quoted for. Refurbished and reconditioned equipment being quoted on will not be accepted.	
Clause G27	Bidders must note that dedicated test equipment, spare parts and any special tooling required for the upkeep and maintenance of the equipment quoted on must be available to the Health Technology Services to procure if requested.	
Clause G28	All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, must be supplied with the equipment to the Health Technology Services at no extra cost to the final bid price.	
Clause G29	NB. HAZARDOUS SUBSTANCE ACT:	
Clause G29.1	If this type of equipment / apparatus appears on the schedule of Hazardous Substances issued by the Directorate: Health Technology of the Department of Health, a license in terms of the Act on Hazardous Substances (Act. 15/1973) must be submitted with this bid document. The license must be registered under the bidders name or a letter of joint venture must be submitted by the license holder where the license is not in the name of the bidder. Bidders that neglect to submit a license will not be considered.	
Clause G29.2	Bidder must state the Radiation Control licence number of the make and model of equipment offered.	License No:
Clause G29.3	Where it has been established by the bidder that the equipment offered does not require Radiation Control licence, proof from the Radiation Control authority must be submitted with this bid document.	
Clause G30	The system offered must comply fully with or exceed all of the minimum specification requirements per the Technical Clauses.	
Clause G31	The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) must accompany the bid, failing which the bid will not be considered.	
Clause G32	The equipment and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific Hospital at the expense of the successful Bidder, prior to full payment being made.	
Clause G33	All prices are to include V.A.T. and must be quoted in the South African currency. The price must be valid for a period of 180 days from closing date of bid.	
Clause G34	If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of Technical and Clinical experts with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit must be readily available, or the bidder must take arrange for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.  The Institution requesting the unit reserves the right to clinically trial and	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
	evaluate the unit in order to ensure that the unit meets the clinical requirements of the Department before adjudication of the bid.	
Clause G36	UPGRADEABILITY WHERE APPLICABLE:	
Clause G36.1	Bidders are to state the policy with regard to future software updates and the costs that will be involved.	
Clause G36.2	The Bidder to state what hardware and software will be available, with costs and projected dates.	A
Clause G37	UPGRADE POLICY:	
Clause G37.1	All future upgrades (hardware and software) involving <u>patient safety</u> must be offered at no additional cost.	
Clause G37.2	All future upgrades removing software viruses from existing software must be supplied at no cost.	
Clause G37.3	Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of the Manager, Health Technology Services.	
Clause G38	The Bidder must indicate the expected life of their offered unit and software in years.	

# **TECHNICAL SPECIFICATION.**

# Clause T1

This specification establishes the requirements, supply, delivery, end user training, demonstration, commission and installation of a laryngoscope set being that is suitable for paediatric applications and the light provision must be by means of fibre optic through a fixed blade. The fibre optic light carrier must be replaceable

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# Clause T2

The laryngoscope set must comprise of the following minimum and the cost of these must be included in the final bid price, inclusive of VAT.

- T2.1 Paediatric battery handle utilizing two (2) alkaline AA size batteries.
- T2.2 Lamp housed and fitted in battery handle.
- T2.3 Four (4) fibre optic paediatric straight (Miller) blades of sizes 00,0 and 1 and 2.
- T2.4 Two alkaline AA size batteries.
- T2.5 Durable storage case.

# Clause T3

The battery handle must be manufactured from quality stainless steel material.

NB: Handles constructed from plastic or other type of material will not be considered.

# Clause T4

The battery handle must be powered by two (2) size AA alkaline batteries.

# Clause T5

The lamp must be supplied, fitted in a cartridge assembly and housed in the battery handle. Cartridge assembly must be replaceable.

# Clause T6

The lamp fitted to the battery handle must be suitable for fibre-optic light transmission through the blade.

# Clause T6.1

The bidder must state the voltage of the lamp, the wattage of the lamp and the type of the lamp. The bidder must also state the price inclusive of **V.A.T.** of a replacement lamp together with the catalogue number on a separate schedule.

# **BIDDER'S COMMENTS:**

# Clause T7

Four (4) reusable paediatric fibre-optic straight (Miller) blades, sizes: 00, 0, 1, 2 must be manufactured from quality stainless steel and conforming to **ISO** standards must be supplied as part and parcel of the laryngoscope set and the cost of these must be included in the final bid price.

# Clause T7.1

The following sizes of stainless steel straight (Miller) paediatric blades that will provide a good field of view must be supplied:

T7.1.1 Size 00.

T7.1.2 Size 0.

T7.1.3 Size 1.

T7.1.4 Size 2.

Bidders must state the overall length of the blades.
BIDDER'S COMMENTS:
Clause T7.2
Bidders must note that disposable blades and blades manufactured from material other than stainless steel will not be considered.
Clause T7.3
The blades mentioned as per <b>Clause T7.1</b> must also additionally be available as optional items for those Institutions / Hospitals wishing to buy blades only. The price of each blade inclusive of <b>V.A.T.</b> must be quoted for as optional accessories on a separate schedule. The price inclusive of <b>V.A.T.</b> for the following straight blades by Wisconsin, Robert Shaw and Seward for sizes 00; 0 and 1 and 2 must also be quoted for as optional accessories in order that Hospitals / Institutions requiring any specific size of blade/s in these types may be able to buy them as optional items.
BIDDER'S COMMENTS:
Clause T7.4
The blades being supplied must be interchangeable with other leading manufacturers of laryngoscope battery handles. Bidder must state the makes of battery handles, the blades are interchangeable with.
BIDDER'S COMMENTS:
Clause T8
Two <b>AA</b> size alkaline batteries must be supplied and fitted to the battery handle being quoted on. <b>Clause T9</b>
A hard durable storage case must be supplied as part and parcel of this laryngoscope set at no extra cost.
Clause T10
Replaceable fibre optic light pipe assembly must be available on request.
Clause T11
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 the price of the 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
		3
	$ar{\Omega}$	9

# **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
		•
*		
		•
	A.	

# **DETAILED TECHNICAL SPECIFICATION**

# **GENERAL INFORMATION REQUIRED**

# FAILURE TO COMPLETE THIS PART WILL DISQUALIFY THE BIDDER

Make:				
Model Number / Part N	umber for:			
Country of Origin				
Delivery Period				
R S A Import Permit Ho	lder (License No)			
Bidder				
Signature		Date		
Address				
Telephone No		Fax No	· .	
Contact Person (Please Print)				

**REVISED: 01/09/2016** 

# PROVINCE OF KWAZULU-NATAL

# DEPARTMENT OF HEALTH

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

**SPECIFICATION FOR:** 

**UMDNS: 12815** 

OPHTHALMOSCOPE/OTOSCOPE/RETINOSCOPE

SPECIFICATION: H.T.S. - NO. S14 (SURGICAL)

**Description of Unit:** 

STANDARD BATTERY OPERATED DIAGNOSTIC SETS

**Intended Areas of Use:** 

District Hospitals

Regional Hospitals

Tertiary Hospitals

**Expert Advisory Group:** 

**OPHTHALMOLOGY** 

Dr C. Kruse

Dr K. Moodley

Dr Y. Reddy

\*

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Dr C Kruse

20/9/2016

NB: GENERAL CLAUSES THAT DO NOT APPLY TO THE EQUIPMENT OFFERED MUST BE ANSWERED "COMPLIES", "DOES NOT COMPLY" OR ANSWER THE QUESTION UNDER BIDDERS COMMENTS.

		BIDDERS COMMENTS:
NO	SPECIFICATION	STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G1.1	The space provided under "Bidder's Comments" for each clause must be used for this purpose. Bidders who neglect to provide answers to every Clause in this Bid Specification will be disqualified. Bidders must note that abbreviated answers e.g. N/A etc. will not be accepted. Bidders must also note that no part of any clause/s in this Bid Specification may be altered. Where there are traces of alterations found to any clauses in this Bid Specification during Adjudication, the Adjudication Committee will reserve the right to disqualify the bidder. The Bidder must clearly indicate if their offered product complies with the stated requirements, by indicating, "Complies" or "Does not comply" or answer the question next to the corresponding clause.	
Clause G2	All responses must be clear and legible.	
Clause G3	GUARANTEE:	
Clause G3.1	All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twenty four (24) Months. The successful bidder must arrange with the respective Hospital / Institution and the Health Technology Services before Commissioning the Equipment at the respective Hospital / Institution. 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 G3.2	State percentage guaranteed up time of machine (Should be at least 99%).	
Clause G3.3	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 G3.4	The bidder must state the number of services that will be provided during and up to the end of the guarantee period.	
Clause G3.5	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 Department Health's Radiation Control Board during the guarantee period.	
Clause G3.6	Travelling and Travelling Time costs must be included during the Guarantee Period?	
Clause G3.7	Spares that may be required during the Guarantee Period will be supplied at the expense of the bidder.	
Clause G3.8	Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-Day basis.	

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NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G3.9	Any repetition (twice or more) of the same type of fault that first occurred during the guarantee period must be considered as a repair under guarantee if it occurs within the first year after the expiry of the guarantee period.	
Clause G3.10	The same guarantee conditions must apply to replacement units.	
Clause G4	The successful bidder must Supply, Deliver, Commission and install the Equipment and will be required to demonstrate the product to the Applicable Staff at the Institution and costs for the abovementioned must be included in the final bid price.	
Clause G5	Bidders must offer the Health Technology Service's In House Technicians a demonstration of the product, which will enable the Health Technology Service's In House Technicians to become acquainted with the equipment during the Test and Acceptance phase.	
Clause G6	Preference may be given to a make and model that has been technically and clinically evaluated by a Government Institution within the R.S.A. (Attach proof of evaluation where applicable).	
Clause G7	The successful bidder must provide the Health Technology Service's in house Technicians, <b>full training</b> 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 G8	SERVICING:	Escribación de la Presidente
Clause G8,1	The bidder must have a well established service and repair facility in KwaZulu-Natal, to service, repair and calibrate the equipment offered. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.2	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. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.3	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor.	
Clause G8.4	Supply the Name, Address and Telephone Number/s of the Local Service Department within KwaZulu-Natal.	
	Please supply details as follows:	
	Physical Address	
		PROPERTY OF THE PROPERTY OF TH

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, ,		BIDDERS COMMENTS:
NO	SPECIFICATION	STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
	Telephone Number/s :	
	Fax number :	
	(The Health Technology Services reserves the right to inspect the premises).	
	4	
Clause G8.5	State if the Technician(s) are in the direct employ of the bidder or a subcontractor.	
Clause G8.6	The bidder must supply information on the number of Technicians permanently working in KwaZulu-Natal and their names and contact Telephone Number/s must be listed (Directly employed or subcontracted) in an annexure to the bid document.	
Clause G8.7	The Technician(s) must be original equipment manufacturer trained to deal with the service, repair and calibration of the equipment quoted on.  N.B. Proof of original equipment manufacturer training must be submitted with this bid / quotation offer.	
Clause G8.8	The Institution's requirement is that a technician is available within a reasonable time (24 hours) to attend to malfunctioning equipment. The Bidder to state the technician per install base e.g. equipment ratio to technician ratio, e.g. 1 technician per 10 pieces of equipment.	
Clause G9	The bidder must Guarantee that no additional equipment will be Required for the successful operation of the equipment bided for on delivery and commissioning at the customers site. A starter pack of all essential accessories and disposables must be supplied so that the unit can be put into immediate operation. The cost of the starter pack must be included in the final bid price.	
Clause G10	Optional accessories must be offered for separately on the Schedule of optional accessories found at the end of this Technical specification, indicating catalogue numbers, correct descriptions and Prices inclusive of V.A.T.	
Clause G11	Bidder must state the period of time for delivery of Spare parts following the receipt of an official order as follows: 0 to 10 days; 0 to 20 days; 0 to 30 days; 0 to 60 days; 0 to 90 days; more than 90 days.	
Clause G11.1	The Bidder must supply with this offer a list together with the quantities of spares held locally in stock in the KwaZulu-Natal Province on the offered product. The Health Technology Services reserves the right to inspect the premises to verify the spares stock held.	
Clause G12	The bidder must include a firm commitment in writing, which must be attached with this bid that they would supply spares, components, upgrades, complete original service / repair manual, technical support and ongoing training support for technical staff of the Health Technology Services and the end users Department of Health, KwaZulu-Natal throughout the life cycle of the equipment offered.	

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		BIDDERS COMMENTS:
NO Clause G13	SPECIFICATION	STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
	Spares must be available for 10 (Ten) years from the original equipment manufacturer for the product offered.	
Clause G14	The successful bidder must include in their offer at no extra cost to the final bid price:	
Clause G14.1	Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD, DVD copies in English Language.	
Clause G14.2	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 G14.3	All the above Manuals must be properly bound in either a Book, File or CD form.	Constitution by the second
Clause G14.4	The Bidder must supply all software (including software-keys and / or passwords) to allow for trouble shooting (faultfinding), maintenance, calibrations, repairs and services at no additional cost.	
Clause G15	Does your Company have an after hour service back up facility.	AND DESCRIPTION OF THE PARTY OF
Clause G16	If the equipment is taken away for repairs, a loan set must be made available on request to the end user by the Institution until the Institution's unit is returned. All costs incurred for providing the loan unit must be for the bidders account.	
Clause G17	Bidder must bid on the latest model and Technology that fully complies with this Technical Specification.	
Clause G17.1	The Bidder must state how long this technology has been commercially available (state when the model offered was launched).	and the second second
Clause G17.2	The bidder must state if there are any near future updates expected.	
Clause G18	The successful bidder must maintain a system for notifying and Providing users with Updates, Modifications, new Software Releases and Recalls.	
a. Clause G19	The successful bidders must arrange for an acceptance test of the equipment with the Manager of the Health Technology Services and the Hospital Manager. A copy of the original answered Specification, copy Of the invoice order and relevant paperwork (PH form) from the Receiving Hospital must be submitted with the equipment when the ACCEPTANCE TEST is to be undertaken.	
Clause G20	Where equipment bided for, operates off 220 Volt, 50Hz a.c. supply, bidder must ensure that the product being quoted for is fitted with a 15 Amp approved mains plug top, which is held together by two screws.	
Clause G21	I he unit must comply with an acceptable International Electrical Safety Standard such as IEC 60601-1 and 60601-1-2 for Medical Equipment	
Clause G22	Where the quoted equipment operates off an electrical supply.  All equipment, the installation and any alteration / additions must comply with:	k ittigered bleefts
Clause G22.1	The Occupational Health and Safety Act (1993);	
		The state of the s

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		BIDDERS COMMENTS:
NO Clause G22.2	SPECIFICATION	STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G22.2	The wiring code S.A.N.S. 0142.	Brake Mark Mark Mark Mark Mark Mark Mark Mark
Clause G23	Units being quoted for must be CE Certified. (Attach a copy of certification). The make and the model offered must be reflected on the certificate.	
Clause G24	The Mains Cable of the unit being quoted for must be the Hospital Grade Type and it must be a minimum length of (3) three metres. N.B. The mains cable of the unit being quoted for must be S.A.N.S. Colour coded.	
Clause G25	The equipment being quoted for must be protected against Electro Magnetic Interference.	
Clause G26	Only new equipment must be quoted for. Refurbished and reconditioned equipment being quoted on will not be accepted	
Clause G27	Bidders must note that dedicated test equipment, spare parts and any special tooling required for the upkeep and maintenance of the equipment quoted on must be available to the Health Technology Services to procure if requested.	
Clause G28	All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, must be supplied with the equipment to the Health Technology Services at no extra cost to the final bid price.	
Clause G29	NB. HAZARDOUS SUBSTANCE ACT:	
Clause G29.1	If this type of equipment / apparatus appears on the schedule of Hazardous Substances issued by the Directorate: Health Technology of the Department of Health, a license in terms of the Act on Hazardous Substances (Act. 15/1973) must be submitted with this bid document. The license must be registered under the bidders name or a letter of joint venture must be submitted by the license holder where the license is not in the name of the bidder. Bidders that neglect to submit a license will not be considered.	
Clause G29.2	Bidder must state the Radiation Control licence number of the make and model of equipment offered.	License No:
Clause G29.3	Where it has been established by the bidder that the equipment offered does not require Radiation Control licence, proof from the Radiation Control authority must be submitted with this bid document.	
Clause G30	The system offered must comply fully with or exceed all of the minimum specification requirements per the Technical Clauses.	
Clause G31	The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) must accompany the bid, failing which the bid will not be considered.	
Clause G32	will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific Hospital at the expense of the successful Bidder, prior to full payment being made	
Clause G33	All prices are to include V.A.T. and must be quoted in the South African currency. The price must be valid for a period of 180 days from closing	Na Ballace

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NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
270	date of bid.	
Clause G34	If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of Technical and Clinical experts with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit must be readily available, or the bidder must take	
	arrange for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.	
Clause G35	The Institution requesting the unit reserves the right to clinically trial and evaluate the unit in order to ensure that the unit meets the clinical requirements of the Department before adjudication of the bid.	in the state of th
Clause G36	UPGRADEABILITY WHERE APPLICABLE:	
Clause G36.1	Bidders are to state the policy with regard to future software updates and the costs that will be involved.	
Clause G36.2	The Bidder to state what hardware and software will be available, with costs and projected dates.	
Clause G37	UPGRADE POLICY:	
Clause G37.1	All future upgrades (hardware and software) involving <u>patient safety</u> must be offered at no additional cost.	
Clause G37.2	All future upgrades removing software viruses from existing software must be supplied at no cost.	
Clause G37.3	Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of the Manager, Health Technology Services.	
Clause G38	The Bidder must indicate the expected life of their offered unit and software in years.	

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Clause T5	
Otoscope head must be fitted with a light source that produce	es pure white light and reproduces true tissue colour accurately
BIDDERS COMMENTS:	reproduces true assue colour accurately
Clause 76	
At least two (2) spare globes must be supplied.	
BIDDERS COMMENTS:	
Clause T7	
Various ear pieces must be supplied, at least three (3) sizes.	
BIDDERS COMMENTS:	
Clause T8	
A carry case for safe-keeping must be supplied.	
COMMENTS:	
Clause T9	
The handle must have an integrated <b>rheostat</b> for smooth adjustn	nent of light intensity.
COMMENTS:	
14	19

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The ophthalmoscope head must include at least the following filters:				
<ul> <li>Red-free green</li> <li>Cobalt blue</li> </ul>				
<ul> <li>Three(3) aperture sizes</li> <li>Centre reticule with measurement marking</li> </ul>				
COMMENTS:				
Clause T16				
The diagnostic set should have the capability to accept retinoscope heads.				
COMMENTS:				
Clause T17				
Bidder to state other accessories available with equipment offered and prices, inclusive of VAT.				
BIDDERS COMMENTS:				
Clause T18				
GUARANTEE / WARRANTY				
The bidder must provide a minimum of 24-month warranty / guarantee period for the unit offered.				
BIDDER'S COMMENTS:				
Clause T19				
MAINTENANCE AND SERVICE AGREEMENT				
pon termination of the guarantee / warranty period the bidder must provide a fully - costed PREVENTATIVE IAINTENANCE AND SERVICE AGREEMENT for a period of 3 years to commence upon termination of the guarantee / parranty period with an option to enter into a renewable agreement.				
IDDER'S COMMENTS:				

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Clause T15

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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		
Delivery Period		
R S A Import Permit Holder (License No)		
Bidder		
	Date	
Address		
Telephone No		
Contact Person(Please Print)		

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