



**OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01**

QUOTE NUMBER: ZNQ / SAH / 170 / 2024 / 2025

DESCRIPTION: SURGICAL ITEMS

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022:	POINTS ALLOCATED
Promotion of enterprises manufacturing in the Province of KwaZulu-Natal	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTURE	PRICE	
						R	C
			KINDLY SUPPLY AND DELIVER THE				
			FOLLOWING:				
	02	UNIT	IVAC PUMP				
	05	UNIT	SYRINGE PUMP				
	40	UNIT	EXTENSION SET FOR SYRINGE PUMP				
			NB: SPECIFICATION IS ATTACHED				
			NB: The following statutory documents to				
			accompany official quotation price page and				
			failure to submit documents as requested				
			shall invalidate your quotation:				
			1. VALID SARS PIN				
			2. LATEST CSD SUMMARY REPORT				
			3. VALID BBB-EE CERTIFICATE				
			Failure on the part of a tenderer to submit				
			proof or documentation as required in terms				
			of this tender, to claim points for specific				
			goal will e interpreted to mean that				
			preference points are not claimed				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)							

DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO  
 IS THE PRICE FIRM? YES / NO  
 DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION? YES / NO

STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK) \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_ SIGNATURE OF BIDDER: \_\_\_\_\_  
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

**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<sup>1</sup> 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<sup>2</sup> 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
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<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> 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**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) 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.

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**1 Definitions**

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "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 process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "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 substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "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 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.
- 1.11. "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 which have the potential to harm the local industries in the RSA
- 1.12. "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 and freight embargoes.
- 1.13. "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 levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "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 imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs 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.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "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 supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2 Application**

- 2.1. 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.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3 General**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. 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](http://www.treasury.gov.za)

**4 Standards**

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

**5 Use of contract documents and information; inspection.**

- 5.1. 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 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 necessary for purposes of such performance.
- 5.2. 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 purposes of performing the contract.
- 5.3. 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.
- 5.4. 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 appointed by the purchaser, if so required by the purchaser.

**6 Patent rights**

- 6.1. The supplier shall indemnify 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.

**7 Performance security**

- 7.1. 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 amount specified in SCC.
- 7.2. 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 his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:  
(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  
(b) a cashier's or certified cheque
- 7.4. 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.

**8 Inspections, tests and analyses**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. 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.
- 8.3. 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 testing authority concerned.
- 8.4. 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 the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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 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.
- 8.8. 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, or to act in terms of Clause 23 of GCC.

**9 Packing**

- 9.1. 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 remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. 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.

**10 Delivery and documents**

- 10.1. 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 documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

**11 Insurance**

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

**12 Transportation**

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

**13 Incidental services**

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (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
- 13.2. 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 and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14 Spare parts**

- 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:
- 14.1.
- (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
  - (b) 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 Warranty**

- 15.1. 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.
- 15.2. 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 country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. 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 parts thereof, without costs to the purchaser.
- 15.5. 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 supplier under the contract.

**16 Payment**

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. 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 the contract.
- 16.3. 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.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

**17 Prices**

- 17.1. 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.

**18 Contract amendments**

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

**19 Assignment**

- 19.1. 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.

**20 Subcontracts**

- 20.1. 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 the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21 Delays in the supplier's performance**

- 21.1. 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 contract.
- 21.2. 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 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.
- 21.3. 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 authority.
- 21.4. 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.

- 21.5. 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 penalties.
- 21.6. 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 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 Penalties**

- 22.1. 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 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.

**23 Termination for default**

- 23.1. 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:
- (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.
- 23.2. 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. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. 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.
- 23.4. 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 stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. 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 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.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. 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 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.

**24 Anti-dumping and countervailing duties and rights**

- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing 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 anti-dumping 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 which may be due to him.

**25 Force Majeure**

- 25.1. 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 event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise 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 seek all reasonable alternative means for performance not prevented by the force majeure event.

**26 Termination for insolvency**

- 26.1. 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 remedy which has accrued or will accrue thereafter to the purchaser.

**27 Settlement of Disputes**

- 27.1. 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 parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 27.2. 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.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
- the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - the purchaser shall pay the supplier any monies due the supplier.
- 28 Limitation of liability**
- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- 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
  - 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 Governing language**
- 29.1. 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 written in English.
- 30 Applicable law**
- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31 Notices**
- 31.1. 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 such notice
- 31.2. 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 posting of such notice.
- 32 Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. 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 tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33 National Industrial Participation (NIP) Programme**
- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1. 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 in collusive bidding (or bid rigging).
- 34.2. 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.
- 34.3. 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 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**

**1. AMENDMENT OF CONTRACT**

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

**2. CHANGE OF ADDRESS**

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

**3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION**

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
- (i) that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk;
- (ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

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

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

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

**6. SAMPLES**

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

- (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.

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

- 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
- (i) 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: _____
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**8. STATEMENT OF SUPPLIES AND SERVICES**

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

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

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

**10. TAX COMPLIANCE REQUIREMENTS**

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

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

**11. TAX INVOICE**

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

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

**12. PATENT RIGHTS**

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

**13. PENALTIES**

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

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

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

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

**14. TERMINATION FOR DEFAULT**

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
  - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
  - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

- 1.1. The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. The applicable preference point system for this tender is the **80/20** preference point system.

1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and  
(b) Specific Goals.

1.4. The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**4. DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

**3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \text{Ps} = 80 \left( 1 - \frac{\text{Pt} - \text{Pmin}}{\text{Pmin}} \right) & \text{OR} & \text{Ps} = 90 \left( 1 - \frac{\text{Pt} - \text{Pmin}}{\text{Pmin}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

**3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

**3.2.1. POINTS AWARDED FOR PRICE**

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \text{80/20} & & \text{90/10} \\
 \text{Ps} = 80 \left( 1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right) & \text{OR} & \text{Ps} = 90 \left( 1 + \frac{\text{Pt} - \text{Pmax}}{\text{Pmax}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender;
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.**

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Race – Full/partial/ combination of points may be allocated to companies at least 51% Owned by Black People	20	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm: \_\_\_\_\_
- 4.4. Company registration number: \_\_\_\_\_
- 4.5. TYPE OF COMPANY/ FIRM (tick applicable box)
- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

\_\_\_\_\_  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SPECIAL CONDITIONS OF CONTRACT**

**1. AMENDMENT OF CONTRACT**

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

**2. CHANGE OF ADDRESS**

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

**3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION**

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
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- 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.
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- (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.
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- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
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- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
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- 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.
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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.

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

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- 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
- (i) 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: _____
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**8. STATEMENT OF SUPPLIES AND SERVICES**

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

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

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

**10. TAX COMPLIANCE REQUIREMENTS**

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

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

**11. TAX INVOICE**

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

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

**12. PATENT RIGHTS**

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

**13. PENALTIES**

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

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

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

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

**14. TERMINATION FOR DEFAULT**

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
  - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
  - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

- 1.1. The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. The applicable preference point system for this tender is the **80/20** preference point system.

- 1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

1.4. The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

**3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \text{80/20} & & \text{90/10} \\ \mathbf{Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)} & \text{OR} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

**3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

**3.2.1. POINTS AWARDED FOR PRICE**

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \text{80/20} & & \text{90/10} \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)} & \text{OR} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.**

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Race – Full/partial/ combination of points may be allocated to companies at least 51% Owned by Black People	20	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm: \_\_\_\_\_
- 4.4. Company registration number: \_\_\_\_\_
- 4.5. TYPE OF COMPANY/ FIRM [tick applicable box]
- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>_____</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p> <p><b>SURNAME AND NAME:</b> _____</p> <p><b>DATE:</b> _____</p> <p><b>ADDRESS:</b> _____</p> <p>_____</p> <p>_____</p>
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# 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. 15/1999 (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 bid for on delivery and commissioning at the customer's 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, bid for, operates off 220 Volt.		

SPECIFICATION: H.T.S. 15/1999 (ELECTRONICS)

REVISED: 22/10/2009

Page 1 of 13

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	<p>Bidder must state the Radiation Control licence number of the make and model of equipment offered.</p> <p>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 bidder's 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. <b>BIDDERS THAT NEGLECT TO SUBMIT A LICENCE WILL NOT BE CONSIDERED.</b></p>		
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	<p><b>UPGRADABILITY:</b></p> <p>All future upgrades (hardware and software), where applicable, involving <u>patient safety</u> must be offered at no additional cost.</p> <p>All future upgrades removing software viruses from existing software, where applicable, must be supplied at no additional cost.</p> <p><b>Any software upgrade, where applicable, before or after installation of the equipment must be brought to the attention of the Manager, Health Technology Services.</b></p>		
Clause G7	The Technician(s) must be original equipment manufacturer trained to deal with the service, repair and calibration of the equipment quoted on. <b>N.B. Proof of original equipment manufacturer training must be submitted with this bid / quotation offer.</b>		
Clause G8	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor, where applicable.		
Clause G9	<p>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.</p> <p>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.</p>		
Clause G10	<p>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:</p> <p><b>Company name</b> : _____</p> <p><b>Technician/s name/s</b> : _____ (Based in KZN)</p> <p><b>Physical Address</b> : _____</p>		

NO	GENERAL CLAUSES	BIDDERS COMMENTS:	
		TICK (X) APPROPRIATE BOX COMPLY	DOES NOT COMPLY
	Telephone Number/s : _____ Fax number : _____  <i>(The Health Technology Services reserves the right to inspect the premises).</i>		
Clause G11	<u>SUBCONTRACTOR – Where applicable</u> 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 : _____  <i>(The Health Technology Services reserves the right to inspect the premises).</i>		
Clause G12	<u>MANUALS</u> <b>The successful bidder must include in their offer at no extra cost to the final bid price:</b>  Complete original user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language.  Complete <b>ORIGINAL</b> Service / Repair Manual x 2 (two) Book / File; CD; DVD copies in English Language which <b>MUST</b> 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. <b>FAILURE TO SUBMIT THE ABOVE WILL RESULT IN THE BID NOT BEING CONSIDERED.</b>		
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 <b>successful test and acceptance by the Health Technology Services.</b>		
Clause G14.2	The bidder must state the guarantee period of the equipment offered.		

NO	GENERAL CLAUSES	BIDDEPS 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 <u>experts</u> 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, <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 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  $\mu\text{g}/\text{mg}/\text{g}$  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:**

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### 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:**

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### 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:**

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### 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:**

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**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:**

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**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:**

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**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:**

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**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:**

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**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:**

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**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:**

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**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:**

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**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:**

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**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:**

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**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:**

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**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:**

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**Clause T15**

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

**BIDDER'S COMMENTS:**

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**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:**

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**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:**

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**Clause T18**

The unit must be designed to operate from both the 220V  $\pm$  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:**

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**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:**

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**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:**

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**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:**

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**Clause T22**

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

**BIDDER'S COMMENTS:**

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**Clause T23**

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

**BIDDER'S COMMENTS:**

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**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:**

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**Clause T25**

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

**BIDDER'S COMMENTS:**

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**Clause T26**

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

**BIDDER'S COMMENTS:**

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**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:**

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**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:**

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**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:**

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**Clause T28**

The unit being quoted for must not be susceptible to electro magnetic interference. Bidders 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:**

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**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:**

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# DETAILED TECHNICAL SPECIFICATION

## GENERAL INFORMATION REQUIRED

**FAILURE TO COMPLETE THIS PART WILL DISQUALIFY THE BIDDER**

Make: \_\_\_\_\_

Model Number / Part Number for: \_\_\_\_\_

Country of Origin \_\_\_\_\_

Final Bid / 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)



**Alaris™ Products**

Alaris™ CC Syringe Pump | Asena™ CC Syringe Pump | WAC™ 701 / 711 / 770 / P7000 Pump

- |                                 |                                    |                                 |
|---------------------------------|------------------------------------|---------------------------------|
| <b>en</b> EXTENSION SET         | <b>hr</b> PRODUŽNI SET             | <b>ro</b> PRELUNGATOR           |
| <b>bg</b> УДЪЛЖИТЕЛ             | <b>hu</b> HOSSZABÍTÓ SZERELÉK      | <b>ru</b> УДЛИВИТЕЛЬНОЕ НАСОС   |
| <b>cs</b> PRODLUŽOVACÍ SOUPRAVA | <b>it</b> PROLUNGA                 | <b>sk</b> PREDLŮŽOVACIA SUPRAVA |
| <b>da</b> FORLENGERSÆT          | <b>lt</b> PAILGAIMO SISTEMA        | <b>sl</b> PODALUŠEK ZA INFUZIJO |
| <b>de</b> VERLÄNGERUNGSLEITUNG  | <b>lv</b> PĀGARDINĀŠANAS KOMPLEKTS | <b>sr</b> SET ZA EKSTENZIJU     |
| <b>el</b> ΣΕΤ ΕΠΕΚΤΑΣΗΣ         | <b>nl</b> EXTENSIESET              | <b>sv</b> FÖRLÅNGNINGSSÄGREGAT  |
| <b>es</b> ALARGADERA            | <b>no</b> FORLENGELSESETT          | <b>tr</b> UZATMA SETİ           |
| <b>et</b> PIKENDUSLIK           | <b>pl</b> ZESTAW PRZEDŁUŻAJĄCY     | <b>ja</b> 延長チューブ                |
| <b>fi</b> JATKOLEIKU            | <b>pt</b> PROLONGAMENTO            | <b>zh</b> 延长管路                  |
| <b>fr</b> PROLONGEUR            |                                    |                                 |



STERILE EO



BD Switzerland Ltd.  
Route de Craslier 17, Business Park Tems-Dorve,  
Bretwil AL, 1262 Eysins, Switzerland.

REF

LOT

G30402M

573800

2026-03

200 cm ; 1,5 ml



(01) 07613203000017  
(17) 260331  
(10) 573800

MADE IN ITALY

Rev.02



# PROVINCE OF KWAZULU-NATAL

## DEPARTMENT OF HEALTH

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

#### SPECIFICATION FOR:

UMDNS: 16495

#### INFUSION PUMPS – PERISTALTIC VOLUMETRIC

#### SPECIFICATION: H.T.S. NO. 10/1999 (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 bid 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. <b>N.B. The mains cable, where applicable, of the unit being quoted for must be S.A.N.S. colour coded.</b>		
Clause G4	Where applicable the equipment, bid for, operates off 220 Volt,		

SPECIFICATION: H.T.S. 10/1999 (ELECTRONICS)

REVISED: 22/10/2009

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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	<p>Bidder must state the Radiation Control licence number of the make and model of equipment offered.</p> <p>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. <b>BIDDERS THAT NEGLECT TO SUBMIT A LICENCE WILL NOT BE CONSIDERED.</b></p>		
Clause G5.2	Equipment offered that do not require Radiation Control licencing, must be CE approved and the equipment offered shall be affixed with a CE mark label.		
Clause G6	<p>UPGRADABILITY:</p> <p>All future upgrades (hardware and software), where applicable, involving <u>patient safety</u> must be offered at no additional cost.</p> <p>All future upgrades removing software viruses from existing software, where applicable, must be supplied at no additional cost.</p> <p><b>Any software upgrade, where applicable, before or after installation of the equipment must be brought to the attention of the Manager, Health Technology Services.</b></p>		
Clause G7	The Technician(s) must be original equipment manufacturer trained to deal with the service, repair and calibration of the equipment quoted on. <b>N.B. Proof of original equipment manufacturer training must be submitted with this bid / quotation offer.</b>		
Clause G8	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor, where applicable.		
Clause G9	<p>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.</p> <p>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.</p>		
Clause G10	<p>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:</p> <p><b>Company name</b> : _____</p> <p><b>Technician/s name/s</b> : _____ (Based in KZN)</p> <p><b>Physical Address</b> : _____</p>		

NO	GENERAL CLAUSES	BIDDERS COMMENTS:	
		TICK (✓) APPROPRIATE BOX COMPLY	DOES NOT COMPLY
	Telephone Number/s : _____ Fax number : _____  <i>(The Health Technology Services reserves the right to inspect the premises).</i>		
Clause G11	<u>SUBCONTRACTOR – Where applicable</u> 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 : _____  <i>(The Health Technology Services reserves the right to inspect the premises).</i>		
Clause G12	<u>MANUALS</u> <b>The successful bidder must include in their offer at no extra cost to the final bid price:</b>  Complete original user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language.  Complete <b>ORIGINAL</b> Service / Repair Manual x 2 (two) Book / File: CD; DVD copies in English Language which <b>MUST</b> 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 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. <b>FAILURE TO SUBMIT THE ABOVE WILL RESULT IN THE BID NOT BEING CONSIDERED.</b>		
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 <b>successful test and acceptance by the Health Technology Services.</b>		
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 <b>experts</b> 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, <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 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 peristalsis infusion pump that comprise of the latest technology and capable of automatically regulating the user **SET** infusion rate during intravenous administration. The unit offered must also be capable of carrying out blood administration. Bidder must state if two different type of giving sets are required for the abovementioned applications.

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

**BIDDER'S COMMENTS:**

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### **Clause T1.1**

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

**BIDDER'S COMMENTS:**

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### **Clause T2**

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

**BIDDER'S COMMENTS:**

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### **Clause T3**

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

**BIDDER'S COMMENTS:**

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**Clause T4**

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

**BIDDER'S COMMENTS:**

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**Clause T5**

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

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

**BIDDER'S COMMENTS:**

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**Clause T6**

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

**BIDDER'S COMMENTS:**

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**Clause T7**

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

**BIDDER'S COMMENTS:**

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**Clause T8**

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

**BIDDER'S COMMENTS:**

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**Clause T9**

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

**BIDDER'S COMMENTS:**

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**Clause T10**

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

**BIDDER'S COMMENTS:**

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**Clause T11**

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

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

**BIDDER'S COMMENTS:**

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**Clause T12**

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

**BIDDER'S COMMENTS:**

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**Clause T13**

The unit must provide user selectable infusion **RATE** in a minimum range of 1 to 999ml/h.

**BIDDER'S COMMENTS:**

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**Clause T14**

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

**BIDDER'S COMMENTS:**

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**Clause T15**

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

**BIDDER'S COMMENTS:**

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**Clause T16**

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

**BIDDER'S COMMENTS:**

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**Clause T17**

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

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

**BIDDER'S COMMENTS:**

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**Clause T18**

All alarm conditions must be accompanied by an audible warning.

**BIDDER'S COMMENTS:**

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**Clause T19**

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

**BIDDER'S COMMENTS:**

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**Clause T20**

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

**BIDDER'S COMMENTS:**

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**Clause T21**

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

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

**BIDDER'S COMMENTS:**

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**Clause T22**

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

**BIDDER'S COMMENTS:**

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**Clause T22.1**

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

**BIDDER'S COMMENTS:**

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**Clause T22.2**

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

**BIDDER'S COMMENTS:**

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**Clause T23**

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

**BIDDER'S COMMENTS:**

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**Clause T24**

The bidder must state the accuracy of the unit offered.

**BIDDER'S COMMENTS:**

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**Clause T25**

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

**BIDDER'S COMMENTS:**

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**Clause T26**

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

**BIDDER'S COMMENTS:**

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**Clause T27**

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

**BIDDER'S COMMENTS:**

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**Clause T28**

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

**BIDDER'S COMMENTS:**

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**Clause T29**

The casing of the unit offered must be impact resistant.

**BIDDER'S COMMENTS:**

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**Clause T30**

The offered unit must be provided with a universal adapter, which will allow the unit offered to be attached to either a mobile drip stand or a gabler rail.

**BIDDER'S COMMENTS:**

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**Clause T31**

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

**BIDDER'S COMMENTS:**

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**Clause T32**

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

**BIDDER'S COMMENTS:**

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### SCHEDULE OF OPTIONAL ACCESSORIES

Bidders must quote the price of the optional accessories and items 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) \_\_\_\_\_



**EVALUATION CRITERIA:**

Quotation No.	SAH 170/24/25
Quotation Description	SURGICAL ITEMS

**EVALUATION CRITERIA:**

The Department will evaluate quotation received before the closing date and time using four (4) phases, these are peremptory requirements, should the bidder fail to comply, the bid will be regarded as non-responsive and be disqualified, namely:

- Phase 1: Minimum Compulsory Requirements
- Phase 2: Mandatory Requirements
- Phase 3: Price and Preference Points System
- Phase 4: Confirmation
- Phase 5: Evaluation Criteria and specification approved by

**Phase 1: Minimum Compulsory Requirements**

NO.	REQUIREMENTS	COMPULSORY FOR PHASE 1	COMPULSORY FOR TENDER EVALUATION PURPOSES FOR PHASES 3 AND 4	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
1. Prospective tenderers MUST ensure that the following Sections of the quotation document MUST be completed/adhered to, in ALL respects to qualify for the next stage of evaluation:						
1.1	Standard Quote Document	Yes	Yes			
1.2.	Official Price page	Yes	Yes			
1.3	Declaration of Interest SBD 4	Yes	Yes			
1.4	General Conditions of Contract (GCC)	Yes	Yes			
1.5	Preference Points Claimed (SBD 6.1.)	Yes	Yes			
1.6	Terms of Reference [TOR] OR (Specification)	Yes	Yes			
1.7	Objective Evaluation Criteria	Yes	Yes			

**Phase 2**

**Prospective tenderers MUST provide the following as Mandatory Requirements: Main Contractor**

2.1	The Consortium/ Joint Venture/ Partnership agreement, if applicable. (Certified Copies).	Yes If Applicable	Yes (Phase 1) If Applicable			
2.2	A B-BBEE Status Level Verification Certificate/Sworn Affidavit (For EME's & QSE's).	Yes	Yes			
2.3	Central Supplier Database Compliance Report(CSD)	Yes	Yes			

2.4	Submission of sample, should you fail to submit sample you will be treated as no responsive	Sample required Yes/No	Sample submitted Yes/No

### Mandatory Delivery period

**Note:**

Bidder/Tenderer is mandatory to deliver within the period that they stated on standard quotation.

### Compliance with specification

2.5	Requirement	Complies with specification Yes/No
	The Bidder/Tenderer to confirm that the product supplied complies with attached specification documents, should to indicate compliance your quotation will not progress to the next stage of evaluation	

### Phase 3: Pre-qualification criteria for preferential procurement

The Department has identified the following pre-qualification criteria in respect of this bid:

#### Price and Preference Points

The following preference point systems are applicable to all quotations as per Preferential Procurement Regulations 2022:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- Points for this quotation shall be awarded for:

Price and Specific Goals.

**1. The maximum points for this bid are allocated as follows:**

CATEGORY	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

Failure on the part of a bidder/tenderer to submit proof of Specific Goals together with the bid, this will be interpreted to mean that preference points for Specific Goals is not being claimed, and zero (0) points will be allocated.

The department reserves the right to require additional information to the quotation, either before a quotation is awarded or at any time subsequently, to substantiate any claim in regards to preferences, in any manner required by the department.



**2. Race: Full points allocated to companies who are at least 51% Owned by Black People**

Specific Goal	Number Of Points Allocated	Proof To Claim Specific Goal (Returnable Documents)
Race: Full points allocated to companies who are at least 51% owned by black people	20	Ownership Certificate issued by companies and Intellectual Property Commission (CIPC) or Central Supplier Database (CSD)
<b>Note:</b> Should a bidder fail to submit proof to claim points as stated above this will not result in disqualification however the bidder will not be awarded points for specific goals.		

**Phase 4 – Confirmation**

*Compulsory to be completed by the bidder and returned with quotation:*

I, ..... from ..... do hereby  
 (Print Name) (Name of Business)

acknowledge that I have read and understand the specifications as laid out above and will ensure that the quotation price submitted will address all the requirements as stipulated.

..... / ..... / .....  
 Signature Date

**Phase 5 - Approval by Quotation Specification Committee on: \_\_\_\_ / \_\_\_\_ / \_\_\_\_**

Official	Title(Ms/Mrs/Mr/Dr)	Initials and Surname	Signature	Date
End User				
SCM Official				