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Mkhungo Nokuzola • ?



KWAZULU-NATAL PROVINCE  
HEALTH  
REPUBLIC OF SOUTH AFRICA

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KWAZULU-NATAL PROVINCE  
HEALTH  
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## Quotation Advert

Opening Date: 2021-09-22

Closing Date: 2021-09-30

Closing Time: 11:00

## INSTITUTION DETAILS

Institution Name: Select...

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Logistics Department

Date Submitted: 2021-09-22

## ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: 270/21-22

Item Category: Select...

Item Description: Supply of Physiotherapy Combination Unit

Quantity (if supplies) 1 unit

## COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Select...

Date :

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: Print out from the Website

QUOTES SHOULD BE DELIVERED TO: The Blue Tender Box At the Security Main Gate

## ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Nokuzola Mkhungo

Email: Nokuzola.Mkhungo@kznhealth.gov.za

Contact Number: 031 460 5238

Finance Manager Name: Ms (M.) Nxasane

Finance Manager Signature:

No late quotes will be considered

## STANDARD QUOTE DOCUMENTATION SUPPLY CHAIN MANAGEMENT OVER R30 000.00

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

DATE ADVERTISED: 22.09.2021 CLOSING DATE: 30.09.2021 CLOSING TIME: 11:00

FACSIMILE NUMBER: 031 460 5348 E-MAIL ADDRESS: Nokuzola.Mkhungo@kznhealth.gov.za

PHYSICAL ADDRESS: 1 Boston Road, Jacobs, 5026

ZNQ NUMBER: 270/21-22

DESCRIPTION: Physiotherapy Combination Unit

CONTRACT PERIOD: ONCE OFF (if applicable) VALIDITY PERIOD 60 Days SARS PIN:

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)

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

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

ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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

CELLPHONE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER (If VAT vendor)

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES	NO
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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

## ZNQ NUMBER: .....

DESCRIPTION: .....

SIGNATURE OF BIDDER..... DATE.....

DATE.....

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

[illegible]

Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?
Is The Price Firm?	State Delivery Period E.G. <i>E.G. 1day, 1week</i>

<p>Enquiries regarding the <u>quote</u> may be directed to:</p> <p>Contact Person: <u>Nokuzola</u>.....Tel: <u>031460 5239</u></p> <p>E-Mail Address: <u>Nokuzola.Mkhungo@kznhealth.gov.za</u></p>	<p>Enquiries regarding <u>technical information</u> may be directed to:</p> <p>Contact Person: <u>J.E Shoji</u>.....Tel: <u>031 460 5116</u></p>
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REVISED: 20/10/2017

# PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

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

SPECIFICATION FOR:

UMDNS: 17908

SPECIFICATION: H.T.S. NO. E 20 (ELECTRONICS)

**Description of Unit:**

**PHYSIOTHERAPY: COMBINATION UNIT – ULTRASOUND &  
INTERFERENTIAL THERAPY**

### **Intended Areas of Use:**

- District Institutions
- Regional Hospitals
- T1 and T2 Hospitals
- Quaternary Hospitals
- Rehabilitation Centres

### **Expert Advisory Group**

- Mrs. SD Naidoo
- Mrs. J Pather
- Mrs. L Barker-Cobbs
- Mrs. S Naidoo  
(Chairperson)

### **Specification review Committee:**

- Mr. C. Cowlen
- Mrs. A. Chetty
- Mrs. S. Naidoo
- Mr. D. Simbeye  
(Chairperson)

SPECIFICATION: H.T.S. E 20 (ELECTRONICS)

REVISED: 20/10/2017

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NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G4	The successful bidder must Supply, Deliver, Commission and install the Equipment and will be required to demonstrate the product to the applicable Staff at the Institution and costs for the abovementioned must be included in the final bid price.	
Clause G5	Bidders must offer the Health Technology Service's In House Technicians a demonstration of the product, which will enable the Health Technology Service's In House Technicians to become acquainted with the equipment during the Test and Acceptance phase.	
Clause G6	Preference may be given to a make and model that has been technically and clinically evaluated by a Government Institution within the R.S.A. (Attach proof of evaluation where applicable).	
Clause G7	The successful bidder must provide the Health Technology Service's in house Technicians, <b>full training</b> in the calibration, maintenance, service and repair of the product down to PCB Level. N.B. The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidders account. A Certificate of Competency must be issued on completion of the training. The Training must be provided by the successful bidder to the Health Technology Services within three months from date of initial supply and delivery of the equipment to the end user.	
Clause G8	<b>SERVICING:</b>	
Clause G8.1	The bidder must have a well established service and repair facility in KwaZulu-Natal, to service, repair and calibrate the equipment offered. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.2	If the service is subcontracted to a local service agent, a signed copy of the letter of appointment by the bidder and acceptance by the subcontractor must be submitted with this bid / quotation. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.3	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor.	
Clause G8.4	Supply the Name, Address and Telephone Number/s of the Local Service Department within KwaZulu-Natal.  <b>Please supply details as follows:</b>  Company name : _____  Physical Address : _____ _____  Telephone Number/s : _____ Fax number : _____ _____  (The Health Technology Services reserves the right to inspect the premises).	

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

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
	account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.	
Clause G35	The Institution requesting the unit reserves the right to clinically trial and evaluate the unit in order to ensure that the unit meets the clinical requirements of the Department before adjudication of the bid.	
Clause G36	<b>UPGRADEABILITY WHERE APPLICABLE:</b>	
Clause G36.1	Bidders are to state the policy with regard to future software updates and the costs that will be involved.	
Clause G36.2	The Bidder to state what hardware and software will be available, with costs and projected dates.	
Clause G37	<b>UPGRADE POLICY:</b>	
Clause G37.1	All future upgrades (hardware and software) involving <u>patient safety</u> must be offered at no additional cost.	
Clause G37.2	All future upgrades removing software viruses from existing software must be supplied at no cost.	
Clause G37.3	Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of the Manager, Health Technology Services.	
Clause G38	The Bidder must indicate the expected life of their offered unit and software in years.	

#### **Clause 7.2**

**Ultrasound therapy on the unit offered must be supplied with ultrasound treatment transducers that will function at a minimum of two (2) frequencies as follows:**

(a) 1 MHz or 1.1 MHz.

(b) 3 MHz or 3.3 MHz.

One large head and one small head treatment transducer must be supplied for each of the abovementioned frequency as per (a) and (b) above and the cost of which inclusive of V.A.T. must be included in the final bid price.  
N.B. Treatment transducers that are equipped with multi-frequency treatment heads will be accepted.

#### **Clause 7.3**

The unit must provide continuous and pulsed ultrasound modes and also a treatment timer, which will continuously monitor and display the remaining treatment time once the treatment is in progress.

#### **Clause 7.4**

The unit's Front Panel Digital Display must provide the display of both the intensity in W/sq cm and the total power output in watts, depending on which is selected by the user.

#### **Clause 7.5**

The Front Panel Display must also display the user selected treatment time in a range of at least 0 to 30 minutes.

#### **Clause 8**

The power intensity of the ultrasound must be user selectable for both pulsed and continuous mode.

#### **Clause 9**

The effective radiating area of the treatment head must be well defined.

#### **Clause 10**

In the event that the treatment transducer is not equipped with a multi-frequency treatment head, it must be detachable from the unit and it must be clearly marked so that it is uniquely identified with the particular frequency with which it is intended to be used.

#### **Clause 11**

The unit must give an indication of the quality of contact between the treatment head and the treatment area and the treatment must be linked to the timer and contact control.

#### **Clause 12**

It is important that should the treatment head surface contact be insufficient and poor, the intensity must then be automatically reduced to zero and the treatment timer must be automatically stopped until adequate surface contact is restored.

**Clause 18**

**MAINTENANCE AND SERVICE AGREEMENT**

The bidder must provide a fully costed comprehensive maintenance and service agreement for a period of 5 years to commence upon termination of the guarantee period.

### 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.**

[illegible]

## DETAILED TECHNICAL SPECIFICATION

### GENERAL INFORMATION REQUIRED

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

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

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

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

Delivery Period \_\_\_\_\_

R S A Import Permit Holder (License No) \_\_\_\_\_

Bidder \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone No \_\_\_\_\_ Fax No. \_\_\_\_\_

Contact Person \_\_\_\_\_  
(Please Print)

# Approved Procurement Plan for Medical Equipment for the financial years 21-22 and 22-23

DESCRIPTION	HTS SPEC NUMBER / CONTRACT	UNIT PRICE	QUANTITY	TOTAL COST	CATEGORY	BUDGET RESPONSIBILITY	BUDGET ALLOCATION YEAR
EMERGENCY AND RESUSCITATION TROLLEY / CART	M39	R 94 216.29	1	R 94 216.29	NON RT UNDER 500K	FACILITY	2021-2022 FY
VACCINE FRIDGE/FREEZER- DOUBLE DOOR	M18	R 50 000.00	3	R 150 000.00	NON RT UNDER 500K	FACILITY	2021-2022 FY
SCALE, PATIENT, PLATFORM, ELECTRONIC (ADULT/PAEDIATRIC ELECTRONIC PLATFORM SCALE WITH HEIGHT MEASUREMENT)	E109	R 80 000.00	5	R 400 000.00	NON RT UNDER 500K	FACILITY	2021-2022 FY
DIGITAL BABY SCALE	S120	R 50 000.00	3	R 150 000.00	NON RT UNDER 500K	FACILITY	2021-2022 FY
VENTILATOR – BASIC TRANSPORT ADULT AND PAEDIATRIC	A9	R 85 000.00	1	R 85 000.00	NON RT UNDER 500K	FACILITY	2021-2022 FY
VENTILATOR – BASIC TRANSPORT ADULT AND PAEDIATRIC	A9	R 85 000.00	1	R 85 000.00	NON RT UNDER 500K	FACILITY	2021-2022 FY

STANDING FRAME, UPRIGHT, PAEDIATRICS	M95	R 15 000.00	1	R 15 000.00	NON RT UNDER 500K	FACILITY	2021-2022 FY
SCALERS, DENTAL, ULTRASONIC	S88	R 5 000.00	1	R 5 000.00	NON RT UNDER 500K	FACILITY	2021-2022 FY
DENTAL - VISIBLE CURING LIGHT	S108	R 7 000.00	1	R 7 000.00	NON RT UNDER 500K	FACILITY	2021-2022 FY
MOBILE X-RAY UNIT	RAD 2	R 398 278.35	1	R 398 278.35	NON RT UNDER 500K	FACILITY	2021-2022 FY

CARDIOTOCOGRAPH MACHINES (TWINIS)	E151 - RT2 (42181701-00005)	R 32 642.95	1	R 32 642.95	RT ITEMS	HTS	2021-2022 FY
DEFIBRILLATOR, WITH ECG, SPO2 & PACING CAPABILITY	E17 RT2 (42172101-00001)	R 130 300.31	3	R 390 900.93	RT ITEMS	HTS	2021-2022 FY
DEFIBRILLATOR, WITH ECG, SPO2 & PACING CAPABILITY	E17 RT2 (42172101-00001)	R 130 300.31	1	R 130 300.31	RT ITEMS	HTS	2021-2022 FY
ELECTROCARDIOGRAPH 12 CHANNEL ECG RECORDER	E144 - RT2 (42295104-00001)	R 33 626.34	4	R 134 505.37	RT ITEMS	HTS	2021-2022 FY
INFUSION PUMPS - PERISTALTIC VOLUMETRIC	E155 (RT2 - 42231501-00001)	R 8 521.50	28	R 238 602.00	RT ITEMS	HTS	2021-2022 FY
EXAMINATION LIGHT LED, MOBILE WITH BATTERY	RT2-2016 (41111931-00003)	R 29 072.81	3	R 87 218.43	RT ITEMS	HTS	2021-2022 FY
MONITOR MULTIPARAMETER - ECG, NIBP, TEMP & SPO2	E198 RT2 (42181701-00001)	R 58 240.61	14	R 815 368.54	RT ITEMS	HTS	2021-2022 FY

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- 2.1. Full Name of bidder/representative..... 2.4. Company Registration Number: .....  
 2.2. Identity Number: ..... 2.5. Tax Reference Number: .....  
 2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): ..... 2.6. VAT Registration Number: .....

- 2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. [TICK APPLICABLE]

- 2.8. Are you or any person connected with the bidder presently employed by the state? YES NO

- 2.8.1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed: .....

Position occupied in the state institution: ..... Any other particulars: .....

- 2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES NO

- 2.8.2.1. If yes, did you attach proof of such authority to the quote document?

*(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)*

- 2.8.2.2. If no, furnish reasons for non-submission of such proof: .....

- 2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES NO

- 2.9.1. If so, furnish particulars: .....

- 2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote? YES NO

- 2.10.1. If so, furnish particulars: .....

- 2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote? YES NO

- 2.11.1. If so, furnish particulars: .....

- 2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES NO

- 2.12.1. If so, furnish particulars: .....

### 3. Full details of directors / trustees / members / shareholders.

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

## 4 DECLARATION

I, THE UNDERSIGNED (NAME)..... CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Name of bidder

.....  
Signature

.....  
Position

.....  
Date

<sup>1</sup>"State" means -

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);  
 b) any municipality or municipal entity;
- c) provincial legislature;  
 d) national Assembly or the national Council of provinces; or  
 e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

## SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

### 1. AMENDMENT OF CONTRACT

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

### 2. CHANGE OF ADDRESS

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

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The institution is under no obligation to accept the lowest or any quote.
- 3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.3. The bidder must ensure the correctness & validity of quote:
- (i) *that the price(s), 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*
- 3.4. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.
- 3.6. Offers must comply strictly with the specification.
- 3.7. Only offers that meet or are greater than the specification will be considered.
- 3.8. Late quotes will not be considered.
- 3.9. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.
- 3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.
- 3.12. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

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

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

### 5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.

- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

## 6. SAMPLES

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
- (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or if stipulated on the document.**
- (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

## 7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

- (i) The institution has determined that a compulsory site meeting  take place
- (ii) Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_:\_\_\_\_ Place \_\_\_\_\_

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

## 8. STATEMENT OF SUPPLIES AND SERVICES

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

## 9. SUBMISSION AND COMPLETION OF SBD 6.1

- 9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference 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;                           | (iv) a description and quantity or volume of the goods or services supplied; |
| (ii) the name and address of the recipient;  | (v) the official department order number issued to the supplier;             |
| (iii) an individual serialized number and the date upon which the tax invoice is issued; | (vi) the value of the supply, the amount of tax charged;                     |
|  | (vii) the words tax invoice in a prominent place.                            |

## 12. PATENT RIGHTS

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

### 13. PENALTIES

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

### 14. TERMINATION FOR DEFAULT

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

### 15. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

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

This preference form must form part of all quotes invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all quotes:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this quote shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this quote is allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

$P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

### 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

### 7. SUB-CONTRACTING

(Tick applicable box)

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

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%  
 ii) The name of the sub-contractor.....  
 iii) The B-BBEE status level of the sub-contractor.....

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

(Tick applicable box)

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

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

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

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS.....  
.....  
.....