



Opening Date:  

Closing Date:  

Closing Time: 11:00

### INSTITUTION DETAILS

Institution Name:  

Province: KwaZulu-Natal

Department or Entity: Department of Health


Division or section: Central Supply Chain Management

Place where goods / services is required:

Date Submitted:  

### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:

Item Category:  

Item Description:

Quantity (if supplies)


### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:  

Date:  

Time:

Venue:

QUOTES CAN BE COLLECTED FROM:  

QUOTES SHOULD BE DELIVERED TO:

### ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name:

Email:

Contact Number:

Finance Manager Name:

Finance Manager Signature: 

**No late quotes will be considered**







**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.....
- 2.2. Identity Number: .....
- 2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
- 2.4. Company Registration Number: .....
- 2.5. Tax Reference Number: .....
- 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
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"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); | c) provincial legislature;                                    |
| b) any municipality or municipal entity;  | 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.



REVISED: 22/10/2009  
Preamble B

## PROVINCE OF KWAZULU-NATAL

### DEPARTMENT OF HEALTH

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

## SPECIFICATION FOR:

UMDNS: 11246

## DIATHERMY UNITS SHORTWAVE

### SPECIFICATION: H.T.S. NO. 03/1999 (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>		

NO	GENERAL CLAUSES	BIDDERS COMMENTS:	
		TICK (✓) APPROPRIATE BOX COMPLY	DOES NOT COMPLY
Clause G4	Where applicable the equipment, bidden for, operates off 220 Volt, 50Hz a.c. supply, the bidder must ensure that the product being quoted for is fitted with a 15 Amp S.A.N.S. approved mains plug top, which is held together by two screws.		
Clause G5.1	Bidder must state the Radiation Control licence number of the make and model of equipment offered.  If this type of equipment / apparatus appears on the schedule of Hazardous Substances issued by the Directorate: Health Technology of the Department of Health, a licence in terms of the Act on Hazardous Substances (Act. 15/1973) must be submitted with this bid document. The licence must be registered under the bidders name or a letter of joint venture must be submitted by the licence holder where the licence is not in the name of the bidder. <b>BIDDERS THAT NEGLECT TO SUBMIT A LICENCE WILL NOT BE CONSIDERED.</b>		
Clause G5.2	Equipment offered that do not require Radiation Control licensing, must be CE approved and the equipment offered shall be affixed with a CE mark label.		
Clause G6	UPGRADABILITY: All future upgrades (hardware and software), where applicable, involving <u>patient safety</u> must be offered at no additional cost.		
	All future upgrades removing software viruses from existing software, where applicable, must be supplied at no additional cost.		
	<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>		
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	The equipment offered on this bid must be supported with a letter of appointment of the bidder as a sole agent by the original equipment manufacturer.  NOTE: Where the equipment offered is supplied with a joint venture agreement, the bidder must supply all necessary documentation as listed above together with a letter of confirmation of the joint venture agreement with signatures of both parties.		
Clause G10	The bidder must have a well established service and repair facility in KwaZulu-Natal, to service, repair and calibrate the equipment offered. Please supply details as follows: <b>Company name</b> : _____ <b>Technician/s name/s</b> : _____ <b>(Based in KZN)</b>		

NO	GENERAL CLAUSES	BIDDERS COMMENTS:	
		TICK (✓) APPROPRIATE BOX COMPLY	DOES NOT COMPLY
	<p>Physical Address : _____ _____</p> <p>Telephone Number/s : _____ Fax number : _____</p> <p><i>(The Health Technology Services reserves the right to inspect the premises).</i></p>		
Clause G11	<p><b>SUBCONTRACTOR – Where applicable</b> 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 : _____</p> <p>Technician/s name/s : _____ (Based IN KZN)</p> <p>Address : _____ _____</p> <p>Telephone Number/s : _____ Fax number : _____</p> <p><i>(The Health Technology Services reserves the right to inspect the premises).</i></p>		
Clause G12	<p><b>MANUALS</b> <b>The successful bidder must include in their offer at no extra cost to the final bid price:</b></p> <p>Complete original user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language.</p> <p>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.</p>		
Clause G13	<p>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></p>		
Clause G14.1	<p>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</p>		

NO	GENERAL CLAUSES	BIDDERS COMMENTS:	
		TICK (✓) APPROPRIATE BOX COMPLY	DOES NOT COMPLY
	upon successful Commissioning at the respective Hospital / Institution and <b>successful test and acceptance by the Health Technology Services.</b>		
<b>Clause G14.2</b>	The bidder must state the guarantee period of the equipment offered.		
<b>Clause G14.3</b>	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.		
<b>Clause G14.4</b>	The bidder must state the number of services that will be provided during and up to the end of the guarantee period.		
<b>Clause G14.5</b>	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.		
<b>Clause G14.6</b>	Travelling and Travelling Time costs must be included during the Guarantee Period.		
<b>Clause G14.7</b>	Spares that may be required during the Guarantee Period will be supplied at the expense of the bidder.		
<b>Clause G14.8</b>	Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-Day basis.		
<b>Clause G15</b>	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.		
<b>Clause G16</b>	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.		
<b>Clause G17</b>	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 the shortwave diathermy unit to use in the Physiotherapy Department. The offered unit must provide shortwave therapy, comprise of the latest technology, be extremely user friendly, must have proven itself for reliability and it must be robust.

#### **BIDDER'S COMMENTS:**

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### **Clause T2**

The unit offered must provide pulsed and continuous modes of shortwave diathermy therapy.

#### **BIDDER'S COMMENTS:**

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### **Clause T3**

An indication of the selected pulsed therapy must be provided on the unit offered.

#### **BIDDER'S COMMENTS:**

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### **Clause T4**

The pulse repetition frequency on the unit offered must be variable with a minimum of ten (10) selectable steps in a minimum frequency range of 15 to 200Hz.

#### **BIDDER'S COMMENTS:**

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### **Clause T5**

The pulse duration must be approximately 400us.

#### **BIDDER'S COMMENTS:**

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**Clause T6**

In the pulsed mode, the peak output power must be approximately 1000W when connected to a 70  $\Omega$  load.

**BIDDER'S COMMENTS:**

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**Clause T7**

The intensity of the output from the unit must be selectable from zero to maximum in the continuous mode within a typical range of 0 to 400W when connected to a 70  $\Omega$  load.

**BIDDER'S COMMENTS:**

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**Clause T8**

It must not be possible to change the mode of operation from pulsed to continuous without first reducing output intensity to minimum.

**BIDDER'S COMMENTS:**

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**Clause T9**

The output intensity selected must be kept at a constant level by automatic tuning of the generator to accommodate variation in the load, when there is un-intentional movement by the patient.

**BIDDER'S COMMENTS:**

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**Clause T10**

The generator frequency must be typically 27MHz. The bidder must state the exact frequency of the unit offered.

**BIDDER'S COMMENTS:**

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**Clause T11**

The unit must be provided with a built in accurate electronic timer to control the duration of treatment. It is desirable that a digital numerical display is provided for the timer.

**BIDDER'S COMMENTS:**

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**Clause T12**

The timer circuit must provide user selection from 0 to a minimum of 30 minutes and it must incorporate an audible warning and then automatically switch off the power output at the end of the selected treatment time.

**BIDDER'S COMMENTS:**

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**Clause T13**

The timer must count down from the original selected setting on the commencement of treatment and must continuously display the remaining time left for treatment whilst treatment is in progress.

**BIDDER'S COMMENTS:**

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**Clause T14**

There must be a safety feature to ensure that treatment of the patient must only commence once the treatment time has been selected and the intensity control first returned to its minimum position and then set to a desired level.

**BIDDER'S COMMENTS:**

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**Clause T15**

The unit must provide shortwave therapy with the use of both re-usable glass / plastic capacitive and inductive re-usable rubber electrodes.

**BIDDER'S COMMENTS:**

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**Clause T16**

The bidder must supply one pair each of small, medium and large re-usable inductive rubber electrodes as part and parcel of this tender offer and the price of these electrodes must be included in the final bid price.

N.B. Bidder must also in addition state the price inclusive of **V.A.T.** of the small, medium and large rubber inductive electrodes on the separate price schedule.

**BIDDER'S COMMENTS:**

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**Clause T17**

The bidder must supply one pair each of small, medium and large re-usable glass / plastic capacitive electrodes as part and parcel of this tender offer and the price of these electrodes must be included in the final bid price.

N.B. Bidder must also in addition state the price inclusive of **V.A.T.** of the small, medium and large glass / plastic capacitive electrodes on the separate price schedule.

**BIDDER'S COMMENTS:**

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**Clause T18**

The unit offered must be supplied with a pair of electrode arms for attachment of the glass / plastic capacitive electrodes. The electrode arms must be adjustable and it must also be able to swivel up to a point.

**BIDDER'S COMMENTS:**

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**Clause T19**

It is desirable that, one pair of compatible electrode interface connecting cables, is suitable for use with both the rubber inductive electrode and the glass / plastic electrode and the electrode interface connecting cable must be supplied as part and parcel of the quoted item.

N.B. Bidder must in addition also state the price inclusive of **V.A.T.** of the electrode interface connecting cable on the separate price schedule.

**BIDDER'S COMMENTS:**

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**Clause T20**

Dedicated hand tools and test lamps required to enable the user to make adjustments and to support the electrode arms, etc. must be supplied as part and parcel of this offer.

**BIDDER'S COMMENTS:**

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**Clause T21**

The case of the unit must be robust and impact resistant and its design must be such that liquid spillage is excluded from gaining entry internally and causing damage to printed circuit boards etc.

**BIDDER'S COMMENTS:**

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**Clause T22**

The unit must comply with **IEC 60601-2-3** (Particular requirements for the safety of Shortwave Therapy Equipment).

**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) \_\_\_\_\_

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. SAMPLES

- 4.1. 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.
- 4.2. **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.

5. COMPULSORY SITE INSPECTION / BRIEFING SESSION

5.1. 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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## 6. STATEMENT OF SUPPLIES AND SERVICES

- 6.1. 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.

## 7. SUBMISSION AND COMPLETION OF SBD 6.1

- 7.1. 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.

## 8. TAX COMPLIANCE REQUIREMENTS

- 8.1. 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.*
- 8.2. 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.*

## 9. TAX INVOICE

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

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

## 10. PATENT RIGHTS

- 10.1. 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.

## 11. PENALTIES

- 11.1. 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.

## 12. TERMINATION FOR DEFAULT

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.

**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
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 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<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		



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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

9.6 **COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

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

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

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

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

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
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<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
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