




# Quotation Advert

Opening Date: 2020-02-04   
Closing Date: 2020-02-13   
Closing Time: 11:00

## INSTITUTION DETAILS

Institution Name: Head Office Quotations   
Province: KwaZulu-Natal  
Department or Entity: Department of Health  
Division or section: Central Supply Chain Management  
Place where goods / services is required: Dr Pixley Ka Seme Memorial Hospital  
Date Submitted: 2020-02-03 


## ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:  
ZNQ 323/19/20-H  
Item Category: Goods   
Item Description: 

Supply and Deliver of Analyser, Electrosurgical Unit.

Quantity (if supplies): 01

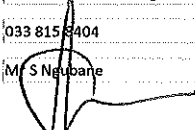
## COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable   
Date :   
Time:  
Venue:

QUOTES CAN BE COLLECTED FROM: 310 Jabu Ndlovu Street, Old Boys Model

QUOTES SHOULD BE DELIVERED TO: 310 Jabu Ndlovu Street, SCM Office, Quotation Tender box quotations

## ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Nontobeko Khumalo  
Email: nontobeko.khumalo@kznhealth.gov.za  
Contact Number: 033 815 8404  
Finance Manager Name: Mr S Ngubane  
Finance Manager Signature: 

No late quotes will be considered



ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [IF YES ENCLOSE PROOF]

OFFICIAL PRICE PAGE FOR QUOTATIONS

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

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

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1	01	SUPPLY AND DELIVER OF ANALYSER, ELECTROSURGICAL UNIT.				
		(DR PIXLEY KA ISAKA SEME HOSPITAL)				
		NB: Kindly complete H.T.S spec attached				
		NB: Attach Relevant Brochure or Picture for Evaluation Purpose				
		Original documents required in a sealed envelope with current CSD summary report reflecting banking details, certified copy of B-BBEE certificate by verified agency and accredited by SANAS , Tax Clearance certificate or SARS pin				
		Responses to be delivered:310 Jabu Ndlovu street,old boys Model,Quotation tender box Or quotation.scmho@kznhealth.gov.za				
VALUE ADDED TAX (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

Does This Offer Comply With The Specification? Is The Price Firm?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification? State Delivery Period E.G. E.G. 1day, 1week
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Enquiries regarding the quote may be directed to: Contact Person: Ntobe Khumalo ..... Tel: 033-815 8404 .....	Enquiries regarding technical information may be directed to: Contact Person: Nishan Singh ..... Tel: 082 336 8240 .....
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**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 will not 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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	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 last 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><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>
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<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p>DATE: .....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
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**Revised: 19/11/2013**

**PROVINCE OF KWAZULU-NATAL**

**DEPARTMENT OF HEALTH**

**HEALTH TECHNOLOGY SERVICES**

**SPECIFICATION FOR:**

**UMDNS: 11489**

**ANALYSER – ELECTROSURGERY UNIT**

**SPECIFICATION: H.T.S TE/03**

*Tenderer to Sign and Date every page*

SPECIFICATION: H.T.S TE/03  
ANALYSER – ELECTROSURGERY UNIT  
REVISED: 19/11/2013  
Page 1 of 9

**TECHNICAL SPECIFICATION:**

**Clause T1**

The unit offered must employ the latest up to date technology, it must be fully portable and it must be supplied with a carry case.

**TENDERER'S COMMENTS:**

**Clause T2**

The unit offered must be user friendly and offer greatest ease and safety in operation and be able to test both Monopolar and Bipolar modes of all the various makes and models of Electrosurgical Machines.

**TENDERER'S COMMENTS:**

**Clause T3**

The unit offered must be able to provide function test verification to all makes and models of Electrosurgical Machines according to Manufacturers original Specifications and also to **I.E.C. 601-2-2** Standard.

**TENDERER'S COMMENTS:**

**Clause T4**

The unit offered must be available with internal operator selectable test load variables in a minimum range of 10 ohms to 5200 ohms and must be adjustable for both Monopolar and Bipolar modes.

**TENDERER'S COMMENTS:**

**Clause T5**

The unit offered must be capable to run an Automatic Power Distribution measurement test, which includes power, current, peak-to-peak voltage, and crest factor values through a user selectable load range.

**TENDERER'S COMMENTS:**

***Tenderer to Sign and Date every page***

**Clause T6**

The unit must be capable to perform High-frequency leakage measurements with accuracy of +/- 2%.

**TENDERER'S COMMENTS:**

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**Clause T7**

The unit must be fitted with a reasonably sized digital display for displaying of test value readings. The display must be clearly visible under all lighting conditions.

**TENDERER'S COMMENTS:**

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**Clause T8**

The unit must be able to carry out power measurements in a minimum range of 1 Watt up to 500 Watts and this power measurement must be autoranging.

**TENDERER'S COMMENTS:**

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**Clause T9**

The unit must be able to perform current measurements in a minimum range of 30 to 2200 milliamps **RMS** with an accuracy of +/- 2% of readings.

**TENDERER'S COMMENTS:**

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**Clause 10**

The unit must be provided with an isolated 200 Ohm fixed load for **I.E.C.** testing.

**TENDERER'S COMMENTS:**

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***Tenderer to Sign and Date every page***

**Clause T11**

The unit offered must be able to perform HF current leakage test, in a measured range of 30 to 2200mA, with 200 Ohm fixed load from patient plate, active electrode and chassis, as per IEC 601-2-2.

**TENDERER'S COMMENTS:**

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**Clause T12**

The unit's frequency response must be in a typical range of 30Hz to 10MHz.

**TENDERER'S COMMENTS:**

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**Clause T13**

The unit must be fully functional on 220 Volt 50 Hz single phase a.c. power supply and must be fused in **both the Live and Neutral** and the fuses must be accessible without the need to strip the unit.

**TENDERER'S COMMENTS:**

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**Clause T14**

Unit offered must be supplied with an isolated **BNC** connector for coupling to an oscilloscope.

**TENDERER'S COMMENTS:**

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**Clause T15**

The power supply of the unit being tendered for must be an internal part of the unit.

**TENDERER'S COMMENTS:**

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***Tenderer to Sign and Date every page***

**Clause T16**

Tenderer to indicate if they have a local calibration / repair facility to perform repairs or calibration of the device being tendered for, and tenderer to specify the location of this facility in South Africa.

**TENDERER'S COMMENTS:**

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**Clause T17**

Tenderer to state the frequency of calibration required for the tendered device and the approximate cost of each calibration.

**TENDERER'S COMMENTS:**

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**Clause T18**

The tenderer must ensure that all leads; cables and accessories required for testing must be supplied as standard, at no extra cost, with the Analyser so that it could be put into immediate use.

**TENDERER'S COMMENTS:**

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**Clause T19**

The unit must have a communication port / connectivity (Wired or Wireless), which will enable connection to a PC for automation test software and firmware upgrades.

NB: Tenderer to state the name/make of Automation Test Software. The price must be added to the schedule of optional accessories.

**TENDERER'S COMMENTS:**

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***Tenderer to Sign and Date every page***

**Clause T20**

The automation test software, used with the unit, must be able to integrate with various Computerised Maintenance Management System (CMMS) software's, which is an advantage for future implementation.

NB: Tenderer to provide the name and make of various CMMS programs currently compatible with the unit.

**TENDERER'S COMMENTS:**

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**Clause T21**

The tenderer must undertake to provide the Health Technology Unit – Clinical Engineering's in house Technicians training on the use of the tendered product in order that the Technicians become fully acquainted with the Technical support capability of the Analyser.

**TENDERER'S COMMENTS:**

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**Clause T22**

The unit's construction and design must be splash proof and prevent liquid splashes from entering the internal workings of the unit.

**TENDERER'S COMMENTS:**

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**Clause T23**

The unit offered must be fitted with a carry handle.

**TENDERER'S COMMENTS:**

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***Tenderer to Sign and Date every page***






**DETAILED TECHNICAL SPECIFICATION**

**GENERAL INFORMATION REQUIRED**

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

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

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

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

Price of: \_\_\_\_\_

Local (Durban) Agent \_\_\_\_\_

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

R S A Import Permit Holder \_\_\_\_\_

**TENDERER** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

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

\_\_\_\_\_

*Tenderer to Sign and Date every page*

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_  
(PLEASE PRINT)

*Tenderer to Sign and Date every page*