



Quotation Advert

Opening Date: 2020-01-28

Closing Date: 2020-02-05

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 Isaka Seme Hospital

Date Submitted 2020-01-27

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: 494/19/20-H

Item Category: Goods

Item Description: To supply and deliver Trolley File Distribution for Dr Pixley Ka Isaka Seme Hospital

Quantity (if supplies) 44

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date :

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: www.kznhealth.gov.za or 310 Jabu Ndlovu street, Old boys model building, Tender Advisory Section

QUOTES SHOULD BE DELIVERED TO: musawenkosi.sokhela@kznhealth.gov.za or hand deliver at 310 Jabu Ndlovu street, Old boys model building, Quotation Tender Box

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Nolwazi Mthembu





Email: nolwazi.mthembu1@kznhealth.gov.za

Contact Number: 033-8158411

Finance Manager Name: Mrs N. Khanyile

Finance Manager Signature:

No late quotes will be considered

 Submit |  Save | Save As... |  Close |  Print Preview

Print this page

Note:

1. The completed Quotation Advert must be printed and signed by the Finance manager.
2. A signed copy of the Quotation Advert must be scanned and emailed to web administration: webmaster@kznhealth.gov.za for uploading to the department website.
3. N.B If the scanned copy emailed to web Administration is not a signed copy (by the finance manager), the advert/award WILL NOT be uploaded.

Site Updated:24 January, 2020, 03:03 pm

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Contact the Web Administrator

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 | 44 | To supply and deliver Trolley, File Distribution for Dr Pixley Ka Isaka Seme Hospital | | | | |
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| | | | | | | |
| | | NB: Kindly complete spec attached | | | | |
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| | | | | | | |
| | | 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 email Musawenkosi.Sokhela@kznhealth.gov.za or Melanie.Grewe@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 |
|--|---|

| | |
|---|--|
| Enquiries regarding the quote may be directed to: Contact Person: <u>Nolwazi Mthembu</u> Tel: <u>033-B15 B411</u> | Enquiries regarding technical information may be directed to: Contact Person: <u>Nishan Singh</u> Tel: <u>082 336 8240</u> |
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PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

HEALTH TECHNOLOGY SERVICES (H.T.S.)

SPECIFICATION FOR:

TROLLEY FILE DISTRIBUTION X44

SPECIFICATION: H.T.S. NO. AC11338

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

| NO | SPECIFICATION | BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION. |
|-------------|--|---|
| Clause G1 | The space provided under "Bidder's Comments" for each clause must be used for this purpose. Bidders who neglect to provide answers to every Clause in this Bid Specification will be disqualified. Bidders must note that abbreviated answers e.g. N/A etc. will not be accepted. Bidders must also note that no part of any clause/s in this Bid Specification may be altered. Where there are traces of alterations found to any clauses in this Bid Specification during Adjudication, the Adjudication Committee will reserve the right to disqualify the bidder. The Bidder must clearly indicate if their offered product complies with the stated requirements, by indicating, "Complies" or "Does not comply" or answer the question next to the corresponding clause. | |
| Clause G2 | All responses must be clear and legible. | |
| Clause G3 | GUARANTEE: | |
| Clause G3.1 | All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twenty four (24) Months. The successful bidder must arrange with the respective Hospital / Institution and | |

| NO | SPECIFICATION | BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION. |
|--------------|--|---|
| | the Health Technology Services before Commissioning the Equipment at the respective Hospital / Institution. The bidder to note that the Guarantee period must only take effect upon successful Commissioning at the respective Hospital / Institution and successful test and acceptance by the Health Technology Services. | |
| Clause G3.2 | State percentage guaranteed up time of machine (Should be at least 99%). | |
| Clause G3.3 | The recommended number of services, per annum, by the manufacturer, must be included during and up until the end of the guarantee period and all costs related to the provision of such service/s will be for the bidders account. | |
| Clause G3.4 | The bidder must state the number of services that will be provided during and up to the end of the guarantee period. | |
| Clause G3.5 | Any breakdown during the guarantee period must include all cost (spares, labour, travelling and sundries) for any prescribed maintenance services (major and minor) as well as any QA testing that is required by Department Health's Radiation Control Board during the guarantee period. | |
| Clause G3.6 | Travelling and Travelling Time costs must be included during the Guarantee Period? | |
| Clause G3.7 | Spares that may be required during the Guarantee Period will be supplied at the expense of the bidder. | |
| Clause G3.8 | Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-Day basis. | |
| Clause G3.9 | Any repetition (twice or more) of the same type of fault that first occurred during the guarantee period must be considered as a repair under guarantee if it occurs within the first year after the expiry of the guarantee period. | |
| Clause G3.10 | The same guarantee conditions must apply to replacement units. | |
| Clause G4 | The successful bidder must Supply, Deliver, Commission and install the Equipment and will be required to demonstrate the product to the applicable Staff at the Institution and costs for the abovementioned must be included in the final bid price. | |
| Clause G5 | Bidders must offer the Health Technology Service's In House Technicians a demonstration of the product, which will enable the Health Technology Service's In House Technicians to become acquainted with the equipment during the Test and Acceptance phase. | |
| Clause G6 | Preference may be given to a make and model that has been technically and clinically evaluated by a Government Institution within the R.S.A. (Attach proof of evaluation where applicable). | |
| Clause G7 | The successful bidder must provide the Health Technology Service's in house Technicians, full training in the calibration, maintenance, service and repair of the product down to PCB Level. N.B. The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidders account. A Certificate of Competency must be issued on completion of the training. The Training must be provided by the successful bidder to the Health Technology Services within three months from date of initial supply and delivery of the equipment to the end user. | |
| Clause G8 | SERVICING: | |
| Clause G8.1 | The bidder must have a well established service and repair facility in KwaZulu-Natal, to service, repair and calibrate the equipment offered. (The Health Technology Services reserves the right to inspect the premises). | |
| Clause G8.2 | If the service is subcontracted to a local service agent, a signed copy of the letter of appointment by the bidder and acceptance by the subcontractor must be submitted with this bid / quotation. (The Health Technology Services reserves the right to inspect the premises). | |

| NO | SPECIFICATION | BIDDERS COMMENTS: STATE "COMPLIES" OF "DOES NOT COMPLY" OR ANSWER THE QUESTION. |
|--------------|--|---|
| Clause G8.3 | State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor. | |
| Clause G8.4 | <p>Supply the Name, Address and Telephone Number/s of the Local Service Department within KwaZulu-Natal.</p> <p>Please supply details as follows:</p> <p>Company name : _____</p> <p>Physical Address : _____</p> <p>_____</p> <p>Telephone Number/s : _____</p> <p>Fax number : _____</p> <p>_____</p> <p><i>(The Health Technology Services reserves the right to inspect the premises).</i></p> | |
| Clause G8.5 | State if the Technician(s) are in the direct employ of the bidder or a subcontractor. | |
| Clause G8.6 | The bidder must supply information on the number of Technicians permanently working in KwaZulu-Natal and their names and contact Telephone Number/s must be listed (Directly employed or subcontracted) in an annexure to the bid document. | |
| Clause G8.7 | The Technician(s) must be original equipment manufacturer trained to deal with the service, repair and calibration of the equipment quoted on. N.B. Proof of original equipment manufacturer training must be submitted with this bid / quotation offer. | |
| Clause G8.8 | The Institution's requirement is that a technician is available within a reasonable time (24 hours) to attend to malfunctioning equipment. The Bidder to state the technician per install base e.g. equipment ratio to technician ratio, e.g. 1 technician per 10 pieces of equipment. | |
| Clause G9 | The bidder must Guarantee that no additional equipment will be required for the successful operation of the equipment bided for on delivery and commissioning at the customers site. A starter pack of all essential accessories and disposables must be supplied so that the unit can be put into immediate operation. The cost of the starter pack must be included in the final bid price. | |
| Clause G10 | Optional accessories must be offered for separately on the Schedule of optional accessories found at the end of this Technical specification, indicating catalogue numbers, correct descriptions and Prices inclusive of V.A.T. | |
| Clause G11 | Bidder must state the period of time for delivery of Spare parts following the receipt of an official order as follows: 0 to 10 days; 0 to 20 days; 0 to 30 days; 0 to 60 days; 0 to 90 days; more than 90 days. | |
| Clause G11.1 | The Bidder must supply with this offer a list together with the quantities of spares held locally in stock in the KwaZulu-Natal Province on the offered product. The Health Technology Services reserves the right to inspect the premises to verify the spares stock held. | |
| Clause G12 | The bidder must include a firm commitment in writing, which must be | |

| NO | SPECIFICATION | BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION. |
|--------------|--|---|
| | attached with this bid that they would supply spares, components, upgrades, complete original service / repair manual, technical support and ongoing training support for technical staff of the Health Technology Services and the end users Department of Health, KwaZulu-Natal throughout the life cycle of the equipment offered. | |
| Clause G13 | Spares must be available for 10 (Ten) years from the original equipment manufacturer for the product offered. | |
| Clause G14 | The successful bidder must include in their offer at no extra cost to the final bid price: | |
| Clause G14.1 | Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language. | |
| Clause G14.2 | Complete ORIGINAL Service / Repair Manual x 2 (two) Book / File; CD; DVD copies in English Language which MUST include the following information: Fault Finding Guide, Circuit Diagrams / Schematics, Circuit Descriptions, and PCB Layouts, Calibration Guide, Part Numbers and exploded diagram of Mechanical Parts / Panels. | |
| Clause G14.3 | All the above Manuals must be properly bound in either a Book, File or CD form. | |
| Clause G14.4 | The Bidder must supply all software (including software-keys and / or passwords) to allow for trouble shooting (faultfinding), maintenance, calibrations, repairs and services at no additional cost. | |
| Clause G15 | Does your Company have an after hour service back up facility. | |
| Clause G16 | If the equipment is taken away for repairs, a loan set must be made available on request to the end user by the Institution until the Institution's unit is returned. All costs incurred for providing the loan unit must be for the bidders account. | |
| Clause G17 | Bidder must bid on the latest model and Technology that fully complies with this Technical Specification. | |
| Clause G17.1 | The Bidder must state how long this technology has been commercially available (state when the model offered was launched). | |
| Clause G17.2 | The bidder must state if there are any near future updates expected. | |
| Clause G18 | The successful bidder must maintain a system for notifying and providing users with Updates, Modifications, new Software Releases and Recalls. | |
| Clause G19 | The successful bidders must arrange for an acceptance test of the equipment with the Manager of the Health Technology Services and the Hospital Manager. A copy of the original answered Specification, copy of the invoice order and relevant paperwork (PH form) from the receiving Hospital must be submitted with the equipment when the ACCEPTANCE TEST is to be undertaken. | |
| Clause G20 | Where equipment bided for, operates off 220 Volt, 50Hz a.c. supply, bidder must ensure that the product being quoted for is fitted with a 15 Amp approved mains plug top, which is held together by two screws. | |
| Clause G21 | The unit must comply with an acceptable International Electrical Safety Standard such as IEC 60601-1 and 60601-1-2 for Medical Equipment where the quoted equipment operates off an electrical supply. | |
| Clause G22 | All equipment, the installation and any alteration / additions must comply with: | |
| Clause G22.1 | The Occupational Health and Safety Act (1993); | |
| Clause G22.2 | The wiring code S.A.N.S. 0142. | |

| NO | SPECIFICATION | BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION. |
|--------------|---|---|
| Clause G23 | Units being quoted for must be CE Certified. (Attach a copy of certification). The make and the model offered must be reflected on the certificate. | |
| Clause G24 | The Mains Cable of the unit being quoted for must be the Hospital Grade Type and it must be a minimum length of (3) three metres. N.B. The mains cable of the unit being quoted for must be S.A.N.S. colour coded. | |
| Clause G25 | The equipment being quoted for must be protected against Electro magnetic Interference. | |
| Clause G26 | Only new equipment must be quoted for. Refurbished and reconditioned equipment being quoted on will not be accepted. | |
| Clause G27 | Bidders must note that dedicated test equipment, spare parts and any special tooling required for the upkeep and maintenance of the equipment quoted on must be available to the Health Technology Services to procure if requested. | |
| Clause G28 | All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, must be supplied with the equipment to the Health Technology Services at no extra cost to the final bid price. | |
| Clause G29 | NB. HAZARDOUS SUBSTANCE ACT: | |
| Clause G29.1 | If this type of equipment / apparatus appears on the schedule of Hazardous Substances issued by the Directorate: Health Technology of the Department of Health, a license in terms of the Act on Hazardous Substances (Act. 15/1973) must be submitted with this bid document. The license must be registered under the bidders name or a letter of joint venture must be submitted by the license holder where the license is not in the name of the bidder. Bidders that neglect to submit a license will not be considered. | |
| Clause G29.2 | Bidder must state the Radiation Control licence number of the make and model of equipment offered. | License No: |
| Clause G29.3 | Where it has been established by the bidder that the equipment offered does not require Radiation Control licence, proof from the Radiation Control authority must be submitted with this bid document. | |
| Clause G30 | The system offered must comply fully with or exceed all of the minimum specification requirements per the Technical Clauses. | |
| Clause G31 | The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) must accompany the bid, failing which the bid will not be considered. | |
| Clause G32 | The equipment and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific Hospital at the expense of the successful Bidder, prior to full payment being made. | |
| Clause G33 | All prices are to include V.A.T. and must be quoted in the South African currency. The price must be valid for a period of 180 days from closing date of bid. | |
| Clause G34 | If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of Technical and Clinical experts with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit must be readily available within 14 days, or the bidder must take arrangement 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 | |

| NO | SPECIFICATION | BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION. |
|--------------|--|--|
| | 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 | UPGRADEABILITY WHERE APPLICABLE: | |
| Clause G36.1 | Bidders are to state the policy with regard to future software updates and the costs that will be involved. | |
| Clause G36.2 | The Bidder to state what hardware and software will be available, with costs and projected dates. | |
| Clause G37 | UPGRADE POLICY: | |
| Clause G37.1 | All future upgrades (hardware and software) involving <u>patient safety</u> must be offered at no additional cost. | |
| Clause G37.2 | All future upgrades removing software viruses from existing software must be supplied at no cost. | |
| Clause G37.3 | Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of the Manager, Health Technology Services. | |
| Clause G38 | The Bidder must indicate the expected life of their offered unit and software in years. | |
| Clause G39 | The Bidder must provide a detailed breakdown of the cost of ownership of their offered system for the life cycle including cost of services, disposables etc. The following formula must be used: Cost of Ownership = Unit Price + Installation / Commissioning costs + Training costs (End User & Technical) + Comprehensive Maintenance / QA checks per year (Nett Present Value) X Life expectance in years. The cost of Ownership may be used as part of the feasibility evaluation of bid. | |
| Clause G40 | The successful Bidder at no extra cost must provide additional future 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 **TROLLEY FILE DISTRIBUTION X44** . The unit/s offered must be both very reliable and extremely user friendly.

BIDDER'S COMMENTS:

Clause T2

Key requirements of items offered:

| | Description | Bidders comments (complies or not compliant) |
|-----|---|--|
| 2.1 | Easy clean top with slide out work surface Central key lock and push handle | |
| 2.2 | 2 x 310mm deep soft close file drawers | |

| | | |
|-----|---|--|
| 2.3 | 4 x 125mm precision castors | |
| 2.4 | Suitable for standard foolscap or A4 files 690 x 520 x 930mm high | |
| 2.5 | Material: High durable plastic | |

BIDDER'S COMMENTS:



Image is for illustration purposes

SCHEDULE OF OPTIONAL ACCESSORIES

Bidders must quote the price of the optional accessories listed as well as any other accessories that may be useful to the end users. The receiving Institutions may purchase individual accessories necessary for their particular Institution.

| Cat No | Item | Price including VAT |
|--------|------|---------------------|
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| | | |

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 will not take place
 - (ii) Date ____/____/____ Time ____:____ Place _____

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

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 |
| 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:

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right) \text{ Where}$$

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = 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"/> |
|-----|--------------------------|----|--------------------------|

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"/> |
|-----|--------------------------|----|--------------------------|

| 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.....
.....
.....