

# KZN Health Intranet

Search this site

Health Department: Province of KwaZulu-Natal KZN HEALTH

- HOME
- CORPORATE INFORMATION
- COMPONENTS
- DIRECTORY
- DISTRICT OFFICES
- HEALTH FACILITIES

> Components > Supply Chain Management

Quote

Save Save As... Close Print Preview



## Quotation Advert

Opening Date: 2020-07-27

Closing Date: 2020-08-03

Closing Time: 11:00

### INSTITUTION DETAILS

Institution Name: Nkonjeni hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: NKONJENI HOSPITAL (SCM DEPT)

Date Submitted: 2020-07-24

### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: 170/20/21

Item Category: Goods

Item Description: ARTERY FORCEPS STRAIGHT-MEDIUM =160 UNITS  
 ARTERY FORCEPS CURVED-MEDIUM =120 UNITS  
 RAMPLEYS FORCEPS/SWAB HOLDER =80 UNITS  
  
 NB:DUE TO NETWORK CHALLENGES OUR INSTITUTION EXPERIENCING,  
 OUR SERVICE PROVIDERS ARE ADVISED TO HAND DELIVER THEIR-  
 QUOTATION DOCUMENTS OR SENT THEM BY COURRIER.

Quantity (if supplies)

### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date :

Time:





## DECLARATION OF INTEREST

legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quotation 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 whom the bidder is acting and persons who are involved with the evaluation and or adjudication of the quote.

In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

Name of bidder/representative..... 2.4. Company Registration Number: .....  
 Identification Number: ..... 2.5. Tax Reference Number: .....  
 State of origin of the bidder (director, trustee, shareholder): 2.6. VAT Registration Number: .....

2.7. 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

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: .....

State of origin of the bidder in the state institution: ..... Any other particulars: .....

2.9. 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

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

Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.

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

3.0. 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

If so, furnish particulars: .....

3.1. Are 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

If so, furnish particulars: .....

3.2. 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

If so, furnish particulars: .....

3.3. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies with whom you are bidding for this contract?  YES  NO

If so, furnish particulars: .....

3.4. Details of directors / trustees / members / shareholders.

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.

DECLARATION

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

## SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

### AMENDMENT OF CONTRACT

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.

### CHANGE OF ADDRESS

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

### GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

The institution is under no obligation to accept the lowest or any quote. 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. The bidder must ensure the correctness & validity of quote:

*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*

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.

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.

Offers must comply strictly with the specification.

Only offers that meet or are greater than the specification will be considered.

Late quotes will not be considered.

Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.

A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.

All delivery costs must be included in the quote price, for delivery at the prescribed destination.

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.

In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.

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 the cheapest bid according to specification will be considered.

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

Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and will words importing the masculine gender shall include the feminine and the neuter.

Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid document may be used, but an original signature must appear on such photocopies.

The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

Quotation submitted must be complete in all respects.

Any alteration made by the bidder must be initialled.

Use of correcting fluid is prohibited

Quotation will be opened in public as soon as practicable after the closing time of quotation.

Where practical, prices are made public at the time of opening quotations.

Where practical, prices are made public at the time of opening quotations. Individual items, such offers should be given on a photocopy of the page in

Quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

**PRINCIPLES**

In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples would 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. A company/s who has not won the quote requires their samples, they must advise the institution in writing of such. If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.

Samples must be made available when requested in writing or if stipulated on the document. If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer is rejected. All testing will be for the account of the bidder.

**COMPULSORY SITE INSPECTION / BRIEFING SESSION**

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

The institution has determined that a compulsory site meeting  take place  
Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_:\_\_\_\_ Place \_\_\_\_\_

Institution Stamp:	Institution Site Inspection / briefing session Official Full Name: ..... Signature: ..... Date: .....
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**STATEMENT OF SUPPLIES AND SERVICES**

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 required particulars.

**QUALIFICATION AND COMPLETION OF SBD 6.1**

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.

**TAX COMPLIANCE REQUIREMENTS**

In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in on the institution to validate the tax compliance status of the supplier. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the institution is not responsible for the tax compliance status of the supplier according to National Treasury Instruction Note 4 (a) 2016/17.

## LIABILITIES

If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.

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

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.

## TERMINATION FOR DEFAULT

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:

the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,

the supplier fails to perform any other obligation(s) under the contract; or

the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing this contract.

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 the excess costs for such similar goods, works or services.

Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier 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

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

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.

### GENERAL CONDITIONS

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

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

Points for this quote shall be awarded for:

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

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

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.

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.

### DEFINITIONS

"B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

"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;

"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;

"Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

"EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(4) of the Broad-Based Black Economic Empowerment Act;



**POINTS AWARDED FOR PRICE**

**THE 80/20 PREFERENCE POINT SYSTEMS**

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

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

Where

- s = Points scored for price of bid under consideration
- t = Price of bid under consideration
- min = Price of lowest acceptable bid

**POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder 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

**BID DECLARATION**

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

**B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

B-BBEE Status Level of Contributor: = .....(maximum of 20 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 B-BBEE status level of contributor.

**SUB-CONTRACTING**

(Tick applicable box)

Will any portion of the contract be sub-contracted?

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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.....

## DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:.....

VAT registration number:.....

Company registration number:.....

### TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

### DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

### COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, bas the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ fil 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 contracto 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 cc 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

10/20/2016 10:01:00 AM

Functional Specifications	<p>Forceps, sponge/gauze pad holding. Rampley. Straight, box joint. Serrated jaws with ratchet. Stainless steel. Length: 180mm. Autoclaveable. Specification number: 1542.</p>
	<p>Forceps with two looped jaws, designed to hold surgical sponges securely. Ratcheting lock. Finger-rings both shanks.</p>
Applicable Standards	<p>ISO 13402:1995, ISO7151:1988, ISO 7153-1:2016, ISO900101 &amp; ISO13485.</p>
Performance Specifications	<p>15-year service life.</p>
Warranties	<p>2 years.</p>

Functional Specifications	<p>Forceps, artery, Kocher.  Curved, box joint.  Stainless steel.  Length: 200mm.  Autoclaveable.  Specification number: 6330.</p>
Use	<p>Medium-sized locking forceps, used to hold tissue in desired position, or to achieve haemostasis.  With curved jaws.  Ratcheting locks. Finger rings both shanks.</p>
Applicable Standards	<p>ISO 13402:1995, ISO 7151:1988, ISO 7153-1:2016, ISO900101 &amp; ISO13485.</p>
Performance Specifications	<p>15-year service life.</p>
Warranties	<p>2 years.</p>
Note to Procurement	

Functional Specifications	Forceps, artery, Kocher. Straight, box joint. Stainless steel. Length: 200mm. Autoclaveable. Specification number: 4636.
Use	Medium-sized locking forceps, used to hold tissue in desired position, or to achieve haemostasis. With straight jaws. Ratcheting locks. Finger-rings both shanks.
Applicable Standards	ISO 13402:1995, ISO 7151:1988, ISO 7153-1:2016, ISO900101 & ISO13485.
Performance Specifications	15-year service life.
Warranties	2 years.
Note to Procurement	