health
Department:
Health
PROVINCE OF KWAZULU-NATAL

Quotation Advert

Opening Date:	2020-06-04
Closing Date:	2020-06-12
Closing Time:	11:00

INSTITUTION DETAILS

Institution Name:	Greytown hospital
Province:	KwaZulu-Natal
Department or Entity:	Department of Health
Division or section:	Central Supply Chain Management
Place where goods / services is required	PHC MMC
Date Submitted	2020-06-04

ITEM CATEGORY AND DETAILS

Quotation Number:	ZNQ: 12/06/2020
Item Category:	Goods
Item Description:	SUPPLY AND DELIVER DIATHERMY MACHINE AND DIATHERMY PLATES
Quantity (if supplies)	02 UNITS AND 20 UNITS

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:	Not Applicable
Date :	
Time:	
Venue:	

QUOTES CAN BE COLLECTED FROM:	GREYTOWN HOSPITAL SCM DEPARTMENT FROM 7 ;30 TO 16 ;00
QUOTES SHOULD BE DELIVERED TO:	Greytown hosp bell street ext-must bedeposited in a tender box next to the gate or email to bongukwanda.dlamini@kznhealth.gov.za

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name:	MS. P.N. KHANYILE OR MRS. T.R. JALI
Email:	phumzile.khanyile@kznhealth.gov.za
Contact Number:	033 413 9400 EXT. 291
Finance Manager Name:	MR. R HANIFF
Finance Manager Signature:	

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION SUPPLY CHAIN MANAGEMENT OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: GREYTOWN HSOPITAL

DATE ADVERTISED: 04 JUNE 2020 CLOSING DATE: 12 JUNE 2020 CLOSING TIME: 11:00

FACSIMILE NUMBER: 033 413 2809 E-MAIL ADDRESS: QUOTES SEND TO bongukwanda.dlamini@kznhealth.gov.za

PHYSICAL ADDRESS: GREYTOWN HOSPITAL BELL STREET EXT, GREYTOWN, 3250

ZNQ NUMBER: ZNQ 12/06/2020

DESCRIPTION: SUPPLY AND DELIVER DIATHERMY MACHINE AND DIATHERMY PLATES

CONTRACT PERIOD: N/A *(if applicable)* VALIDITY PERIOD 60 Days SARS PIN:.....

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX SITUATED AT *(STREET ADDRESS)*

GREYTOWN HOSPITAL BELL STREET EXT, GREYTOWN, 3250

NEXT TO THE GATE

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

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

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

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

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

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

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

CELLPHONE NUMBER .....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER (If VAT vendor) .....

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES | NO

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

OFFICIAL PRICE PAGE FOR QUOTATIONS

ZNQ NUMBER: ZNQ 12/06/2020

DESCRIPTION: SUPPLY AND DELIVER DIATHERMY MACHINE AND DIATHERMY PLATES

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		SUPPLY AND DELIVER				
1.	02 UNITS	DIATHERMY MACHINE ELECTROSURGICAL				
		GENERATOR OBS 350 A				
2.	20 UNITS	DIATHERMY PLATES WITH THEIR CORDS,				
		PLATES THAT WILL FIT TO ELECTROSURGICAL				
		GENERATOR OBS 350 A 35 X 26CM				
		NB: ATTACH TAX CLEARANCE, CERTIFIED				
		BBBEE CERTIFICATE/ SWORN AFFIDAVIT				
		NOT COPY OF A COPY AND SUMMARY REPORT				
		OF CSD WITH THE UNIQUE NO.				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

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

Enquiries regarding the quote may be directed to:

Contact Person: P.N. KHANYILE Tel: 033 413 9406

E-Mail Address: phumzile.khanyile@kznhealth.go

Enquiries regarding technical information may be directed to:

Contact Person: MR. D. NTULI Tel: 033 4139277

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], 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[2]):.....
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.

2.8. Are you or any person connected with the bidder presently employed by the state? [TICK APPLICABLE]

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

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

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

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

1. AMENDMENT OF CONTRACT

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

2. CHANGE OF ADDRESS

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

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

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

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

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

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

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

5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.

5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.

(i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.

(ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.

6.2. **Samples must be made available when requested in writing or if stipulated on the document.**

(i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

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

(i) The institution has determined that a compulsory site meeting ☐ take place

(ii) Date ____/____/____ Time____:____ Place _____

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

8. STATEMENT OF SUPPLIES AND SERVICES

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

9. SUBMISSION AND COMPLETION OF SBD 6.1

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

10. TAX COMPLIANCE REQUIREMENTS

10.1. In the event that the tax compliance status has failed on CSD, ***it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.***

10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, ***the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.***

11. TAX INVOICE

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

(i) the name, address and registration number of the supplier;
(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.

12. PATENT RIGHTS

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

13. PENALTIES

13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.

13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.

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

13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

14. TERMINATION FOR DEFAULT

14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

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

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

(iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.

14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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

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

SBD 6.1

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:

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

7.1 Will any portion of the contract be sub-contracted? **(Tick applicable box)**

YES		NO	

7.1.1 If yes, indicate:

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

8. Whether the sub-contractor is an EME or QSE (Tick applicable box)

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

YES		NO	

Designated Group: An EME or QSE which is at 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.

WITNESSES

1. .....

2. .....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS.....

.....

.....

REVISED: 13/10/2016

PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

HEALTH TECHNOLOGY SERVICES (H.T.S)

SPECIFICATION FOR:

UMDNS: 11490

ELECTROSURGICAL UNIT - HIGH POWER

Description of Unit:

High Power Electrosurgical Unit

SPECIFICATION: H.T.S – E135 (ELECTRONICS)

Intended Areas of Use:
Regional Hospitals
Tertiary Hospitals

Expert Advisory Group:
Dr V Govindasamy
Dr F Anderson
Dr M Naidoo

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 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.	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G4	The successful bidder must Supply, Deliver, Commission and install the Equipment and will be required to demonstrate the product to the applicable Staff at the Institution and costs for the abovementioned must be included in the final bid price.	
Clause G5	Bidders must offer the Health Technology Service's In House Technicians a demonstration of the product, which will enable the Health Technology Service's In House Technicians to become acquainted with the equipment during the Test and Acceptance phase.	
Clause G6	Preference may be given to a make and model that has been technically and clinically evaluated by a Government Institution within the R.S.A. (Attach proof of evaluation where applicable).	
Clause G7	The successful bidder must provide the Health Technology Service's in house Technicians, **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).	
Clause G8.3	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor.	
Clause G8.4	Supply the Name, Address and Telephone Number/s of the Local Service Department within KwaZulu-Natal. **Please supply details as follows:** **Company name** :_____ **Physical Address** :_____ _____ **Telephone Number/s** :_____ **Fax number** : _____ ***(The Health Technology Services reserves the right to inspect the premises).***	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause 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 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.	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
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.	
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.	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
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, or the bidder must take 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.	
Clause G35	The Institution requesting the unit reserves the right to clinically trial and	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
	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 patient safety 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.	

TECHNICAL SPECIFICATION.

SCOPE OF WORK

The unit being tendered on must be a **High Power ELECTROSURGICAL UNIT** which is robust, user friendly and it must empioy the latest technology for the generation of the various outputs required for surgery and in addition the unit must have proven reliability and the unit must employ reliable safety features to avoid patient burns and injury.

Clause T1

The output power must be variable by a suitably calibrated touch pad control and in addition the output power selected must be displayed on a digital display, which will be clearly visible under all lighting conditions.

Clause T2

The unit supplied must have:

An output frequency range of 200 kHz to 3.5 mHz (approximately 500 kHz).

BIDDER'S COMMENTS:

Clause T3

The unit must have the following modes of operations viz. Monopolar and Bipolar Mode.

Clause T4

The unit must be capable of performing the following functions in Monopolar Mode.

Clause T4.1

MONOPOLAR CUT function must be available on the unit offered.

Clause T4.2

MONOPOLAR COAGULATION function must be available on the unit offered

Clause T5

The monopolar cut function must have the following isolated outputs:

Clause T5.1 – PURE CUT

A variable power from 0 to 300W must be available for the pure cut function, with a maximum output power of at least 200W when delivered into a typical 300 Ω load.

Clause T5.2 – BLEND (CUT WITH HAEMOSTASIS)

The blend function must have a variable means of controlling the degree of haemostasis. A variable power of 0 to 200W must be available for the blend function with a maximum of at least 200W when delivered into a 300Ω load

Clause T6

The monopolar coagulation function must have the following isolated output:

Clause T6.1

A variable power from 0 to 120W must be available for the Pin Point coagulation function, with a maximum output power of at least 120W when delivered into a typical 500 Ω load.

Clause T6.2

A variable power from 0 to 80W must be available for the coagulation spray function, with a maximum output power of at least 80W when delivered into a typical 500 Ω load.

Clause T7

An audible and visual warning must be given when:

Clause T7.1

Cut function is activated.

Clause T8

Coagulation function is activated.

Clause T8.1

The Patient Return Electrode (Patient Plate) is disconnected from unit or if unit has been connected with faulty Patient Return Electrode.

Clause T9

When an alarm associated within the Patient Return Electrode circuitry occurs, the power output of the unit must immediately be reduced to zero. The unit offered must be fail-safe should the patient make insufficient contact with the Patient Return Electrode.

Clause T10

The output power to the Active Electrode must be activated by either foot pedal control or finger operated switches located on the Hand Piece of the Active Electrode cable. Bidder must note that the unit offered must be able to function off a footswitch for delivery of power to the Active Electrode and must therefore be supplied with a footswitch.

Clause T11

Even though hand or foot operated accessories may be connected to the circuit at the same time, there must be no possibility of activating both hand and foot operated accessories simultaneously.

Clause T12

The Bi-polar mode must deliver a variable power from 0 to at least 70W, with a maximum of at least 70W when delivered into a typical 100 Ω load in both the Bi-polar Cut and Bi-polar Coagulation modes.

Clause T13

One foot switch must be used to control the different modes of operation i.e. Monopolar and Bi-Polar. The unit must only activate one mode's output at any given time whilst rendering the other inactive.

Clause T14

The Foot Switch must have the following characteristics and be supplied as a standard accessory at no extra cost:

Clause T14.1

Mechanical protection against accidental pedal depression.

Clause T15

The foot switch cable must be detachable from the electro-surgical unit and also detachable from the foot switch.

Clause T16

It is important that the design of both connectors of the foot pedal cable must be so designed that they can be stripped to effect repairs should any of the wires break in the cable at the connector or should the cable require replacement the old connectors must be re-usable.

Clause T17

The foot pedal must be well sealed to avoid entry of fluids internally.

Clause T18

The unit offered must have the following connection slots available for the active electrode and patient return electrode.

- 2-Pin Patient Return Electrode slot
- Two 3-Pin Monopolar slots
- Bovie Monopolar slot (8mm pin)
- 2-Pin Bipolar slot

Electrical Requirements:

Clause T19

An important feature must be that the unit's Power On switch be enclosed to prevent accidental switch On or Off.

Clause T19.1

The equipment must function off the 220V+10%, 50Hz single phase AC. mains supply and be provided complete with a minimum of three meter's hospital grade mains cable. The unit must be fused in **both LIVE and NEUTRAL.**

NB: The mains cable, where applicable, of the unit being quoted for must be S.A.N.S. color coded.

Clause T20

The bidder must specify the Power Efficiency Rating (PER) and provide documented proof that the PER has been evaluated. A PER of 95% and greater is required.
FAILURE TO SUBMIT THE ABOVE WILL RESULT IN THE BID NOT BEING CONSIDERED.

Clause T21

The unit must comply with **IEC 60601-2-2** standards – Particular Requirements for the Safety of High Frequency Surgical Equipment.

Clause T22

A video operation must be offered with the item.

Clause T23

The bidder must undertake to quote on all accessories that will be required in order that the unit could be put into operation immediately after delivery. Bidders must note that a foot switch activated, reusable active cable complete with handle and blade and a reusable neutral electrode must be supplied as part and parcel of this unit and the price of these must be included in the final tender price.

NB: The bidder must also in addition state the cost inclusive of **V.A.T.** of the reusable Active cable, complete with blade, and also the cost of the reusable neutral electrode on a separate price schedule.

BIDDER'S COMMENTS:

Clause T24

GUARANTEE / WARRANTY

The bidder must provide a minimum of 24-month warranty / guarantee period for the unit offered.

Clause T25

MAINTENANCE AND SERVICE AGREEMENT

Upon termination of the guarantee / warranty period the bidder must provide a fully - costed FULLY COMPREHENSIVE MAINTENANCE AND SERVICE AGREEMENT for a period of 3 years to commence upon termination of the guarantee / warranty period with an option to enter into a renewable agreement.

BIDDER'S COMMENTS:

SCHEDULE OF ACCESSORIES

Bidders must quote the price of the 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

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

DETAILED TECHNICAL SPECIFICATION

GENERAL INFORMATION REQUIRED

FAILURE TO COMPLETE THIS PART WILL DISQUALIFY THE BIDDER

Make: _____

Model Number / Part Number for: _____

Country of Origin _____

Delivery Period _____

R S A Import Permit Holder (License No) _____

Bidder _____

Signature _____ Date _____

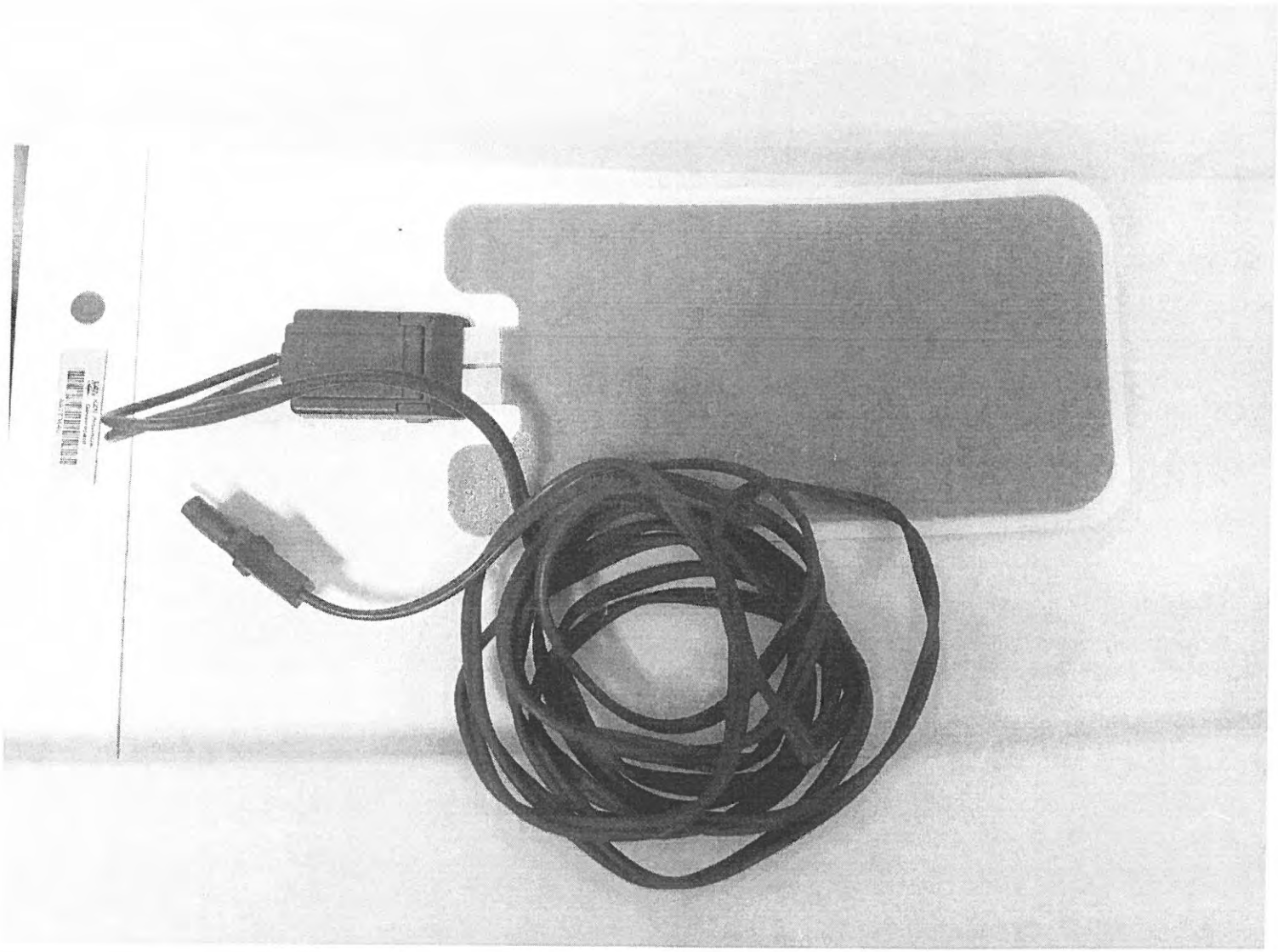
Address _____

_____

Telephone No _____ Fax No. _____

Contact Person _____
(Please Print)

DIATHERM PLATES



35 x 26 cm.

OBS
OBS-350A
ELECTROSURGICAL GENERATOR
CUT
WATT
PURE
BLEND1
BLEND2
ACTIVE
COAG
WATT
COAG1
COAG2
COAG3
ACTIVE
BIPOLAR
WATT
BIPOLAR1
BIPOLAR2
ACTIVE
MEM
SET
OK
PLATE
ALARM
POWER
F