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KWAZULU-NATAL PROVINCE  
HEALTH  
REPUBLIC OF SOUTH AFRICA

KZN HEALTH

## KZN Health Intranet

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## AdvertQuote

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health  
Department:  
Health  
PROVINCE OF KWAZULU-NATAL

## Quotation Advert

Opening Date: 2020-11-18

Closing Date: 2020-11-30

Closing Time: 11:00

## INSTITUTION DETAILS

Institution Name: Ladysmith hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: LADYSMITH REGIONAL HOSPITAL

Date Submitted: 2020-11-18

## ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:  
L.R.H 088 / 20 / 21

Item Category: Goods

Item Description: COMBINATION THERAPY ULTRASOUND AND INTERFERENTIAL

Quantity (if supplies): 01

## COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable

Date :

Time:

Venue:

QUOTES CAN BE COLLECTED FROM: DOWNLOAD FROM WEBSITE

QUOTES SHOULD BE DELIVERED TO: TENDER BOX NEXT TO MAIN SECURITY ENTRANCE L.R.H

## ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: S.A. ZWANE

Email: ladysmith.quotation@kznhealth.gov.za

Contact Number: 036- 638 0097

Finance Manager Name: X.L. NTULI

Finance Manager Signature:

**STANDARD QUOTE DOCUMENTATION SUPPLY CHAIN MANAGEMENT OVER R30 000.00**

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: LADYSMITH REGIONAL HOSPITAL		
DATE ADVERTISED: 18 - 11 - 2020	CLOSING DATE: 30 - 11 - 2020	CLOSING TIME: 11:00
FACSIMILE NUMBER: 036 631 3156	E-MAIL ADDRESS: ladysmith.quotation@kznhealth.gov.za	
PHYSICAL ADDRESS: 36 MALCOLM ROAD, HOSPITAL PARK, LADYSMITH 3370		

ZNQ NUMBER: L.R.H 088 /20 / 21

DESCRIPTION: COMBINATION THERAPY ULTRASOUND AND INTERFERENTIAL

CONTRACT PERIOD: ONCE OFF (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)  
36 MALCOLM ROAD, HOSPITAL PARK, LADYSMITH 3370

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
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[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]


ZNQ NUMBER: L.R.H. 088 / 20 / 21

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

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

[illegible]

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. <i>E.G. 1day, 1week</i>

<p>Enquiries regarding the <u>quote</u> may be directed to:</p> <p>Contact Person: <u>S.A. Zwane</u>.....Tel: <u>0366380097</u>..</p> <p>E-Mail Address: <u>ladysmith.quotation@kznhealth</u>.. </p>	<p>Enquiries regarding <u>technical information</u> may be directed to:</p> <p>Contact Person: <u>E. Madela</u>.....Tel: <u>0366372111</u>..</p>
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# PROVINCE OF KWAZULU-NATAL

## DEPARTMENT OF HEALTH

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

#### SPECIFICATION FOR:

UMDNS: 17908

#### PHYSIOTHERAPY COMBINATION UNIT – ULTRASOUND AND INTERFERENTIAL

#### SPECIFICATION: H.T.S. NO. E20 (ELECTRONICS)

NB: GENERAL CLAUSES THAT DO NOT APPLY TO THE EQUIPMENT OFFERED, MUST BE ANSWERED 'NOT APPLICABLE' UNDER BIDDERS COMMENTS.

NO	GENERAL CLAUSES	BIDDERS COMMENTS:	
		TICK (✓) APPROPRIATE BOX COMPLY	DOES NOT COMPLY
Clause G1	The bidder must Guarantee that no additional equipment will be required for the successful operation of the equipment bidden for on delivery and commissioning at the customers site. A starter pack of all essential accessories and disposables must be supplied so that the unit can be put into immediate operation. The cost of the starter pack must be included in the final bid price.		
Clause G2	Optional accessories must be offered separately on the Schedule of optional accessories found at the end of the technical specification, indicating catalogue numbers, correct descriptions and prices inclusive of V.A.T.		
Clause G3	The Mains Cable, where applicable, of the unit being quoted for must be the hospital grade type and it must be a minimum length of (3) three metres. <b>N.B. The mains cable, where applicable, of the unit</b>		

SPECIFICATION: H.T.S. E20 (ELECTRONICS)

REVISED: 15/03/2008

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NO	GENERAL CLAUSES	BIDDERS COMMENTS:	
		TICK (✓) APPROPRIATE BOX COMPLY	DOES NOT COMPLY
	<b>being quoted for must be S.A.N.S. colour coded.</b>		
Clause G4	Where applicable the equipment, bidden for, operates off 220 Volt, 50Hz a.c. supply, the bidder must ensure that the product being quoted for is fitted with a 15 Amp S.A.N.S. approved mains plug top, which is held together by two screws.		
Clause G5.1	Bidder must state the Radiation Control licence number of the make and model of equipment offered.  If this type of equipment / apparatus appears on the schedule of Hazardous Substances issued by the Directorate: Health Technology of the Department of Health, a licence in terms of the Act on Hazardous Substances (Act. 15/1973) must be submitted with this bid document. The licence must be registered under the bidders name or a letter of joint venture must be submitted by the licence holder where the licence is not in the name of the bidder. <b>BIDDERS THAT NEGLECT TO SUBMIT A LICENCE WILL NOT BE CONSIDERED.</b>		
Clause G5.2	Equipment offered that do not require Radiation Control licensing, must be CE approved and the equipment offered shall be affixed with a CE mark label.		
Clause G6	UPGRADABILITY: All future upgrades (hardware and software), where applicable, involving <u>patient safety</u> must be offered at no additional cost.		
	All future upgrades removing software viruses from existing software, where applicable, must be supplied at no additional cost.		
	<b>Any software upgrade, where applicable, before or after installation of the equipment must be brought to the attention of the Manager, Health Technology Services.</b>		
Clause G7	The Technician(s) must be original equipment manufacturer trained to deal with the service, repair and calibration of the equipment quoted on. <b>N.B. Proof of original equipment manufacturer training must be submitted with this bid / quotation offer.</b>		
Clause G8	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor, where applicable.		
Clause G9	The equipment offered on this bid must be supported with a letter of appointment of the bidder as a sole agent by the original equipment manufacturer.  NOTE: Where the equipment offered is supplied with a joint venture agreement, the bidder must supply all necessary documentation as listed above together with a letter of confirmation of the joint venture agreement with signatures of both parties.		
Clause G10	The bidder must have a well established service and repair facility in KwaZulu-Natal, to service, repair and calibrate the equipment offered. Please supply details as follows: <b>Company name</b> : _____  <b>Technician/s name/s</b> : _____ <b>(Based in KZN)</b>		

NO	GENERAL CLAUSES	BIDDERS COMMENTS: TICK (✓) APPROPRIATE BOX	
		COMPLY	DOES NOT COMPLY
	Physical Address : _____ Telephone Number/s : _____ Fax number : _____  <i>(The Health Technology Services reserves the right to inspect the premises).</i>		
Clause G11	<b>SUBCONTRACTOR – Where applicable</b> If the service is subcontracted to a local service agent, a signed copy of the letter of appointment by the bidder and acceptance by the subcontractor must be submitted with this bid / quotation. Please supply details as follows: Company name : _____  Technician/s name/s : _____ (Based IN KZN)  Address : _____  Telephone Number/s : _____ Fax number : _____  <i>(The Health Technology Services reserves the right to inspect the premises).</i>		
Clause G12	<b>MANUALS</b> <b>The successful bidder must include in their offer at no extra cost to the final bid price:</b>  Complete original user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language.  Complete <b>ORIGINAL</b> Service / Repair Manual x 2 (two) Book / File; CD; DVD copies in English Language which <b>MUST</b> include the following information: Fault finding guide, Circuit diagrams / Schematics, Circuit Descriptions, and <b>PCB</b> Layouts, Calibration guide, Part Numbers and exploded diagram of Mechanical Parts / Panels.		
Clause G13	The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets with equipment specifications that are applicable to the offer. <b>FAILURE TO SUBMIT THE ABOVE WILL RESULT IN THE BID NOT BEING CONSIDERED.</b>		
Clause G14.1	All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twelve (12) Months. The successful bidder must arrange with both the respective Hospital / Institution and the Health Technology Services before Commissioning the Equipment at the respective Hospital / Institution. The bidder to note that the Guarantee period must only take effect upon successful Commissioning at the respective Hospital / Institution and <b>successful test and acceptance by the Health Technology Services.</b>		

NO	GENERAL CLAUSES	BIDDERS COMMENTS: TICK (✓) APPROPRIATE BOX	
		COMPLY	DOES NOT COMPLY
Clause G14.2	The bidder must state the guarantee period of the equipment offered.		
Clause G14.3	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 G14.4	The bidder must state the number of services that will be provided during and up to the end of the guarantee period.		
Clause G14.5	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 the Department of Health's Radiation Control Board during the guarantee period.		
Clause G14.6	Travelling and Travelling Time costs must be included during the Guarantee Period.		
Clause G14.7	Spares that may be required during the Guarantee Period will be supplied at the expense of the bidder.		
Clause G14.8	Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-Day basis.		
Clause G15	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 <u>experts</u> with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit must be readily available, or the bidder must undertake to arrange for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.		
Clause G16	The successful bidder must provide the Health Technology Service's in house Technicians, a demonstration of the product offered, <b>full training</b> in the calibration, maintenance, service and repair of the product down to PCB Level. N.B. The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidders account. A Certificate of Competency must be issued on completion of the training. The Training must be provided by the successful bidder to the Health Technology Services within three months from date of initial supply and delivery of the equipment to the end user.		
Clause G17	The successful Bidder must at no extra cost provide additional on going training for end users and technical staff on the equipment offered.		

## TECHNICAL SPECIFICATION.

### Clause T1

This specification establishes the requirements, supply, delivery, end user training, demonstration, commission and installation of the unit that offer **ULTRASOUND, COMBINATION THERAPY and 2-CHANNEL ELECTROTHERAPY** and these must all be integrated into a single unit. The unit offered must incorporate the latest technology with microprocessor control and monitoring of all functions. The unit must be fully portable and must be lightweight.

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

### Clause T2

The unit offered must be provided with a reasonable size front panel display, which is capable of displaying all treatment information. The display must provide clear viewing under all lighting conditions. Bidder must state the type of display and its size on the unit offered.

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

### Clause T3

The unit offered must offer both the Ultrasound and Electrotherapy to function independently and in addition also offer Ultrasound and Electrotherapy to work as a **COMBINATION** i.e. simultaneously with each other.

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

### Clause T4

The functional design of the unit must be such that the ultrasound controls are clearly and logically arranged on the front panel making selection of the various treatment modes simple and user friendly.

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



#### Clause T5

All controls must be clearly labeled and should symbols be used for the controls, the user must find the symbols easy to understand / interpret.

#### BIDDER'S COMMENTS:

#### Clause T6

It is important that the control panel and controls are flush in order to avoid liquid spillages from gaining entry into the internal P.C.B.'s etc.

#### BIDDER'S COMMENTS:

#### Clause T7

The unit must be equipped with an automatic self test function, which will be carried out immediately after the unit is powered on.

#### BIDDER'S COMMENTS:

#### Clause T8

#### ULTRASOUND:

#### Clause T8.1

The unit offered must allow for selective treatment of both superficial and deeper lying tissue structures.

#### BIDDER'S COMMENTS:

#### Clause T8.2

Ultrasound therapy on the unit offered must be supplied with ultrasound treatment transducers that will function at a minimum of two (2) frequencies as follows:

- (a) 1 MHz or 1.1 MHz.
- (b) 3 MHz or 3.3 MHz.

One large head and one small head treatment transducer must be supplied for each of the abovementioned frequency as per (a) and (b) above and the cost of which inclusive of **V.A.T.** must be included in the final bid price.

N.B. Treatment transducers that are equipped with multi-frequency treatment heads will be accepted.

**BIDDER'S COMMENTS:**

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#### Clause T8.3

The unit must provide continuous and pulsed ultrasound modes and also a treatment timer, which will continuously monitor and display the remaining treatment time once the treatment is in progress.

**BIDDER'S COMMENTS:**

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#### Clause T8.4

The unit's Front Panel Digital Display must provide the display of both the intensity in W/sq cm and the total power output in watts, depending on which is selected by the user.

**BIDDER'S COMMENTS:**

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#### Clause T8.5

The Front Panel Display must also display the user selected treatment time in a range of at least 0 to 30 minutes.

**BIDDER'S COMMENTS:**

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#### Clause T9

The power intensity of the ultrasound must be user selectable for both pulsed and continuous mode.

#### BIDDER'S COMMENTS:

#### Clause T10

The effective radiating area of the treatment head must be well defined.

#### BIDDER'S COMMENTS:

#### Clause T11

In the event that the treatment transducer is not equipped with a multi-frequency treatment head, it must be detachable from the unit and it must be clearly marked so that it is uniquely identified with the particular frequency with which it is intended to be used.

#### BIDDER'S COMMENTS:

#### Clause T12

The unit must give an indication of the quality of contact between the treatment head and the treatment area and the treatment must be linked to the timer and contact control.

#### BIDDER'S COMMENTS:

#### Clause T13

It is important that should the treatment head surface contact be insufficient and poor, the intensity must then be automatically reduced to zero and the treatment timer must be automatically stopped until adequate surface contact is restored.

#### BIDDER'S COMMENTS:

#### Clause T14

#### **ELECTROTHERAPY:**

##### Clause T14.1

The two channels of the unit offered must offer independent intensity control and the patient current must be continuously displayed on the front panel display.

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

##### Clause T14.2

The functional design of the unit must be such that the electrotherapy controls are logically arranged on the front **CONTROL PANEL** enabling the user to switch easily and quickly from one current to another.

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

##### Clause T14.3

The following features for **ELECTROTHERAPY** are essential on the unit offered:

- a. 2 (two) Channels.
- b. Constant current / constant voltage.
- c. Timer that must provide user settings in a minimum range of 0 to 60 minutes.

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

##### Clause T14.4

The following minimum **ELECTROTHERAPY** treatment types must be available on the unit offered:

Interferential, Premodulated, Biphasic, Russian, High Voltage and Micro-current.

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

#### Clause T14.5

All the electrodes and electrode connecting cables must be supplied as part and parcel of this unit in order that the unit could be put into use immediately. The cost of these must be included in the final bid price.

**BIDDER'S COMMENTS:**

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#### Clause T15

##### GENERAL:

##### Clause T15.1

The unit offered must operate off the 220 Volt  $\pm$  10%, 50hz single phase a.c. supply.

**BIDDER'S COMMENTS:**

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##### Clause T15.2

The power supply must be built internally into the unit.

N.B. Units offered that use an external 220 Volt a.c. power supply adapter will not be considered.

**BIDDER'S COMMENTS:**

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##### Clause T15.3

The unit offered must conform to IEC 60601-2-10 and IEC60601-2-5 safety requirements.

**BIDDER'S COMMENTS:**

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#### Clause T16

The bidder must list all the standard accessories that will be supplied with the unit offered at no extra cost to the final bid price.

**BIDDER'S COMMENTS:**

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## **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 \_\_\_\_\_

Final Bid / Quotation Price inclusive of V.A.T. \_\_\_\_\_

Local (KwaZulu-Natal) Agent \_\_\_\_\_

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

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

BIDDER \_\_\_\_\_

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

ADDRESS \_\_\_\_\_

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

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

SPECIFICATION: H.T.S. E20 (ELECTRONICS)

REVISED: 15/03/2008

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## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- 2.1. Full Name of bidder/representative..... 2.4. Company Registration Number: .....  
 2.2. Identity Number: ..... 2.5. Tax Reference Number: .....  
 2.3. Position occupied in the Company (director, trustee, shareholder?); 2.6. VAT Registration Number: .....  
 .....

- 2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. [TICK APPLICABLE]

- 2.8. Are you or any person connected with the bidder presently employed by the state? YES ☐ NO ☐

- 2.8.1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed: .....

Position occupied in the state institution: ..... Any other particulars: .....

- 2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES ☐ NO ☐

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

*(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)*

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

- 2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES ☐ NO ☐

- 2.9.1. If so, furnish particulars: .....

- 2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote? YES ☐ NO ☐

- 2.10.1. If so, furnish particulars: .....

- 2.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this quote? YES ☐ NO ☐

- 2.11.1. If so, furnish particulars: .....

- 2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES ☐ NO ☐

- 2.12.1. If so, furnish particulars: .....

### 3. Full details of directors / trustees / members / shareholders.

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

### 4 DECLARATION

I, THE UNDERSIGNED (NAME)..... CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Name of bidder	..... Signature	..... Position	..... Date
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<sup>1</sup>"State" means -

- |  |  |
|--|--|
| <p>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);</p> <p>b) any municipality or municipal entity;</p> | <p>c) provincial legislature;</p> <p>d) national Assembly or the national Council of provinces; or</p> <p>e) Parliament.</p> |
|--|--|

<sup>2</sup>Shareholder means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.



## 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.

- ## 6. SAMPLES

- ## 7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

- (i) The institution has determined that a compulsory site meeting NO take place.
- (ii) Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time \_\_\_\_ : \_\_\_\_ Place \_\_\_\_\_

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

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.

9.1. 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.

10.1. 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.***

(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.

7. 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.

### 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

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:

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

$P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{\min}$  = 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		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- 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 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.....  
.....  
.....