

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 N/A

Institution Stamp:	Institution Site Inspection / briefing session Official Full Name: Signature: Date:
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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. |
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12. PATENT RIGHTS

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

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

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

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

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

9.6 **COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

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

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
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<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS:.....</p> <p>.....</p> <p>.....</p>
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PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

HEALTH TECHNOLOGY SERVICES (H.T.S.)

SPECIFICATION FOR: UMDNS: 16488 BLOOD GLUCOSE MONITOR / METER – PORTABLE

SPECIFICATION: H.T.S. NO. 5/1998 (ELECTRONICS)

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY"
Clause G1.1	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" next to the corresponding clause.	
Clause G1.2	All responses must be clear and legible.	
Clause G2	GUARANTEE:	
Clause G2.1	All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twelve (12) Months. The	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY"
	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 successful test and acceptance by the Health Technology Services.	
Clause G2.2	State the Guarantee Period. (State the number of years).	
Clause G2.3	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 G2.4	The bidder must state the number of services that will be provided during and up to the end of the guarantee period.	
Clause G2.5	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 G2.6	Travelling and Travelling Time costs must be included during the Guarantee Period?	
Clause G2.7	Spares that may be required during the Guarantee Period will be supplied at the expense of the bidder.	
Clause G2.8	Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-Day basis.	
Clause G2.9	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 G2.10	The same guarantee conditions must apply to replacement units.	
Clause G3	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 G4	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 G5	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 G6	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 G7	SERVICING:	
Clause G7.1	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).	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY"
Clause G7.2	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 G7.3	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor.	
Clause G7.4	Supply the Name, Address and Telephone Number/s of the Local Service Department within KwaZulu-Natal.	
Clause G7.5	State if the Technician(s) are in the direct employ of the bidder or a subcontractor.	
Clause G7.6	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).	
Clause G7.7	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 G7.8	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 G8	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 G9	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 G10.1	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 G10.2	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 G11.1	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, Department of Health, KwaZulu-Natal.	
Clause G11.2	The bidder must include a firm commitment in writing, which must be attached to this bid that they would provide ongoing training for end users throughout the life cycle of the equipment offered.	
Clause G12	Spares will be available for _____ years from the original equipment manufacturer for the product offered.	
Clause G13	The successful bidder must include in their offer at no extra cost to the final bid price:	

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NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY"
Clause G13.1	Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language.	
Clause G13.2	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 G13.3	All the above Manuals must be properly bound in either a Book, File or CD form.	
Clause G13.4	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 G14	Does your Company have an after hour service back up facility.	
Clause G15	If the equipment is taken away for repairs, a loan set must be made available on request to the end user at the Institution until the Institution's unit is returned. All costs incurred for providing the loan unit must be for the bidders account.	
Clause G15.1	Bidder must bid on the latest model and Technology that fully complies with this Technical Specification.	
Clause G15.2	The Bidder must state how long this technology has been commercially available (state when the model offered was launched).	
Clause G15.3	The bidder must state if there are any near future updates expected.	
Clause G16	The successful bidder must maintain a system for notifying and providing users with Updates, Modifications, new Software Releases and Recalls.	
Clause G17	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 G18	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 S.A.N.S. mains plug top, which is held together by two screws.	
Clause G19	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 G20	All equipment, the installation and any alteration / additions must comply with:	
Clause G20.1	The Occupational Health and Safety Act (1993);	
Clause G20.2	The wiring code S.A.N.S. 0142.	
Clause G21	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 G22	The Mains Cable of the unit being quoted for must be the Hospital Grade Type and it must be a minimum length of (3) three metres. N.B. The mains cable of the unit being quoted for must be S.A.N.S. colour coded.	
Clause G23	The equipment being quoted for must be protected against Electro magnetic interferences.	

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NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY"
Clause G24	Only new equipment must be quoted for. Refurbished and reconditioned equipment being quoted on will not be accepted.	
Clause G25	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 G26	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 G27	NB. HAZARDOUS SUBSTANCE ACT:	
Clause G27.1	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 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. Bidders that neglect to submit a licence will not be considered.	
Clause G27.2	Bidder must state the Radiation Control licence number of the make and model of equipment offered.	Licence No:
Clause G27.3	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 G28	The system offered must comply fully with or exceed all of the minimum specification requirements per the Technical Clauses.	
Clause G29	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 <u>not</u> be considered.	
Clause G30	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 G31	All prices are to include V.A.T. and must be quoted in the South African currency. The price must be firm for a period of 6 months from closing date of bid.	
Clause G32	The Institution requesting the unit reserves the right to clinically trial and evaluate the unit in order to ensure that the unit meets the clinical requirements of the Department before adjudication of the bid.	
Clause G33	The successful Bidder at no extra cost must provide additional future training for end users and technical staff on the equipment offered.	

TECHNICAL SPECIFICATION:

Clause T1

This specification establishes the requirements and supply of a portable blood glucose monitor/meter that shall have: **proven itself, be robust, be reliable, be able to provide reliable and accurate blood glucose measurements.** The monitor / meter offered shall be approximately palm size.

BIDDER'S COMMENTS:

Clause T1.1

The unit being tendered on must be simple to operate and user friendly.

BIDDER'S COMMENTS:

Clause T1.2

The unit offered must provide measurements of glucose in fresh capillary blood, serum, venous blood and arterial blood by reflectance photometry, making use of reliable electronic circuitry.

BIDDER'S COMMENTS:

Clause T2

The unit offered shall have a reasonable size display, which must be clearly visible under all lighting conditions. The display must provide test measurement results and must offer display of measurements in both mg/dl and mmol/l depending on the preferred selection of any one of the two by the user.

BIDDER'S COMMENTS:

Clause T2.1

In addition to the provision of the measured results, the display on the unit offered shall provide an indication of a low battery condition.

BIDDER'S COMMENTS:

Clause T3

The unit offered shall operate off commonly available batteries. The monitor / meter offered shall perform a minimum of 1000 measurements on a new set of batteries

BIDDER'S COMMENTS:

Clause T 3.1

The bidder must state the type of battery used on the unit offered and whether it is rechargeable or non-rechargeable.

BIDDER'S COMMENTS:

Clause T 3.2

In order to conserve battery power the unit offered must be able to switch itself off automatically after a preset time of non-use. The bidder must state the time duration for the automatic switch off during non-use.

BIDDER'S COMMENTS:

Clause T 3.3

Bidders must note that no previous test results in memory shall be lost when battery change is undertaken on the unit offered.

BIDDER'S COMMENTS:

Clause T4

The design of the unit offered shall be such that the user / operator must be able to replace batteries easily without requiring the use of tools.

BIDDER'S COMMENTS:

Clause T5

During switch on, the monitor / meter shall carry out an automatic display function test and visible messages must be provided on the display.

BIDDER'S COMMENTS:

Clause T6

Bidders must indicate if the test strips to be used with the meter is bar coded where the bar code has to be entered in or inserted to the monitor / meter before it is used with a batch of sample test strips.

BIDDER'S COMMENTS:

Clause T6 .1

The sample test strips for the unit offered must have a shelf life of at least eighteen (18) months irrespective of whether the pack of test sample strips are opened or not.

BIDDER'S COMMENTS:

Clause T7

Preference may be given to monitors / meters for which test trips are kept in stock by the Provincial Medical Supply Centre (P.M.S.C.) of the Department of Health, KwaZulu Natal.

BIDDER'S COMMENTS:

Clause T8

Preference may be given to bidders who will be in a position to call at Institutions / Health Technology Services on a regular basis to provide technical and fault / problem solving backup on site to minimize down time on the unit offered and this may also be taken in to consideration when recommending a bid offered.

BIDDER'S COMMENTS:

Clause T9

Bidders must specify whether the unit offered is a sealed unit which shall be disposed off when faulty or whether repairs could be carried out to a faulty monitor / meter.

BIDDER'S COMMENTS:

Clause T10

Bidder must provide the present cost per sample test on the unit offered.

BIDDER'S COMMENTS:

Clause T11

Bidders must ensure that the unit offered must be supplied with all the relevant essential accessories including a starter pack of at least 50 test strips, a starter pack of disposable lancets and lancet pricking device, so that the meter could be put in to immediate operation. The cost of these strips, inclusive of V.A.T., must be included in the final bid price.

BIDDER'S COMMENTS:

Clause T12

Bidder must list all the standard accessories that will be supplied with the meter at no extra cost to the final total bid price.

BIDDER'S COMMENTS:

Clause T13

The unit offered must have a memory capacity, which will store a minimum of 50 previous measurement results. Bidders must specify the number of measurement results that could be stored in the memory of the unit offered.

BIDDER'S COMMENTS:

Clause T14

The minimum measuring range of the monitor / meter offered shall be 0.6 to 30.0 mmol/l and 10 – 500 mg/dl).

BIDDER'S COMMENTS:

Clause T15

The bidder must quote the present cost of a pack of fifty (50) sample test strips and this cost may also be taken in to consideration when recommending a bid offered. **BIDDER'S COMMENTS:**

:

BIDDER'S COMMENTS:

Clause T16

It is very important that the unit offered must have neonate clearance from the F.D.A. for test measurements. Proof must be submitted with the offer.

BIDDER'S COMMENTS:

DETAILED TECHNICAL SPECIFICATION

GENERAL INFORMATION REQUIRED

FAILURE TO COMPLETE THIS PART WILL DISQUALIFY THE TENDERER

Make: _____

Model Number /Part Number for: _____

Country of Origin _____

Final Bid / Quotation Price inclusive of V.A.T. _____

Local (KZN) Agent _____

Delivery Period _____

R S A Import Permit Holder _____

BIDDER _____

SIGNATURE _____ DATE _____

ADDRESS _____

TELEPHONE NO. _____ FAX NO. _____

CONTACT PERSON
(PLEASE PRINT) _____

PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

HEALTH TECHNOLOGY SERVICES (H.T.S.)

SPECIFICATION FOR:

UMDNS: 15146

HAEMOGLOBINOMETERS – ELECTRONIC PORTABLE

SPECIFICATION: H.T.S. NO. 6/1998 (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 bid 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. N.B. The mains cable, where applicable, of the unit being quoted for must be S.A.N.S. colour coded.		

NO	GENERAL CLAUSES	BIDDERS COMMENTS:	
		TICK (✓) APPROPRIATE BOX COMPLY	DOES NOT COMPLY
Clause G4	Where applicable the equipment, bid 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	<p>Bidder must state the Radiation Control licence number of the make and model of equipment offered.</p> <p>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. BIDDERS THAT NEGLECT TO SUBMIT A LICENCE WILL NOT BE CONSIDERED.</p>		
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.		
	Any software upgrade, where applicable, before or after installation of the equipment must be brought to the attention of the Manager, Health Technology Services.		
Clause G7	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	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor, where applicable.		
Clause G9	<p>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.</p> <p>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.</p>		
Clause G10	<p>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:</p> <p>Company name : _____</p> <p>Technician/s name/s : _____ (Based in KZN)</p>		

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	<u>SUBCONTRACTOR – Where applicable</u> 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	<u>MANUALS</u> The successful bidder must include in their offer at no extra cost to the final bid price: Complete original user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language. 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 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. FAILURE TO SUBMIT THE ABOVE WILL RESULT IN THE BID NOT BEING CONSIDERED.		
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 successful test and acceptance by the Health Technology Services.		

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, 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 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 blood haemoglobinometer. The unit offered must be lightweight, it must be robust, it must provide accurate measurements, it must be simple to operate, it must be user friendly and it must be operable from either a 220 Volt \pm 10%, 50Hz a.c. single phase power supply or batteries.

BIDDER'S COMMENTS:

Clause T2

The blood haemoglobinometer must be an electronic unit employing photometry and circuitry with a microcomputer to provide measured results on a reasonable size digital display, which must be clearly visible under all lighting conditions. The display must also provide indication of a **low battery condition**.

BIDDER'S COMMENTS:

Clause T3

In the event where the meter makes use of 220V a.c. power supply, then the power supply must be fitted with a 15A plug top so that it could be directly connected to a 220 Volt, 15A power socket.

BIDDER'S COMMENTS:

Clause T4

The bidder must state the type of batteries used and the voltage of the batteries that are used on the unit. If the unit operates of an internally mounted rechargeable battery, the bidder must also state the type of rechargeable battery used its voltage and capacity.

BIDDER'S COMMENTS:

Clause T5

The unit offered must be able to display blood haemoglobin test results in g/l; g/dl and mmol/l and there must be provision for selection of any one of the three choices, allowing the user flexibility.

BIDDER'S COMMENTS:

Clause T6

The measurements by the meter offered must be available in a range of at least:

- a. 6 - 21 mmol/l.
- b. 6 - 21 g/dl.

BIDDER'S COMMENTS:

Clause T7

The meter offered must require a minimum amount of maintenance.

BIDDER'S COMMENTS:

Clause T8

The bidder must state if the unit on offer makes use of disposable measuring cuvettes, which also serve, both as a pipette and test tube. If the unit on offer employs other methods for carrying out sample measurements, the bidder must specify and provide costs inclusive of V.A.T. on related disposables.

N.B. The bidder must provide a present cost per test on the unit being offered.

BIDDER'S COMMENTS:

Clause T9

The meter offered must be able to display test results within a maximum time period of 60 seconds.

BIDDER'S COMMENTS:

Clause T10

The accuracy of the meter must be $\pm 1,5\%$. Preference may be given to the bidder who could provide a comparison of test results obtained from the tendered meter and test results obtained from the laboratory for the same sample.

BIDDER'S COMMENTS:

Clause T11

The meter must be supplied with a test control cuvette or any other reliable test control solution, which will allow the user to confirm and verify the calibration of the unit.

BIDDER'S COMMENTS:

Clause T12

The meter offered must be capable of automatically compensating for turbid blood samples and thereby still provide accurate measurement results.

BIDDER'S COMMENTS:

Clause T13

The unit offered must be supplied with a starter pack kit of disposables to carry out test measurements and the cost of these must be included in the final bid price.

N.B. The bidder must state the number of tests that can be performed with the starter kit.

BIDDER'S COMMENTS:

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) _____