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**AdvertQuote**



**Quotation Advert**

**Opening Date:**

**Closing Date:**

**Closing Time:**

**INSTITUTION DETAILS**

**Institution Name:**

**Province:**

**Department or Entity:**

**Division or section:**

**Place where goods / services is required**

**Date Submitted**

**ITEM CATEGORY AND DETAILS**

**Quotation Number:**

**Item Category:**

**Item Description:**

**Quantity (if supplies)**

**COMPULSORY BRIEFING SESSION / SITE VISIT**

**Select Type:**

**Date :**

**Time:**

**Venue:**

**QUOTES CAN BE COLLECTED FROM:**

**QUOTES SHOULD BE DELIVERED TO:**

**ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:**

**Name:**

**Email:**

**Contact Number:**

**Finance Manager Name:**

**Finance Manager Signature:**

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: OSINDISWENI HOSPITAL
DATE ADVERTISED: 13-JUNE 2022 CLOSING DATE: 21 JUNE 2022 CLOSING TIME: 11:00
FACSIMILE NUMBER: 032 5410 343 E-MAIL ADDRESS: NO E-MAIL ALLOWED ONLY FAX OR DROP OFF
PHYSICAL ADDRESS: OSINDISWENI HOSPITAL , OAKFORD ROAD , VERULAM , 4340

QUOTE NUMBER: ZNQ / OSI / 40 / 22 - 23

DESCRIPTION: VERTOMETER DIGITAL

CONTRACT PERIOD: (if applicable) VALIDITY PERIOD 60 Days SARS PIN:

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. M A A A

UNIQUE REGISTRATION REFERENCE

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS)

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.

QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RETYPED)

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 MAY RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODE.....NUMBER..... FACSIMILE NUMBER CODE.....NUMBER.....
CELLPHONE NUMBER
E-MAIL ADDRESS
VAT REGISTRATION NUMBER (If VAT vendor)

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES NO
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]



BIDDER'S DISCLOSURE

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. BIDDER'S DECLARATION**

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1. If so, furnish particulars: .....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1. If so, furnish particulars: .....

**3. DECLARATION**

I, the undersigned,(name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Name of Bidder**                                      **Signature**                                      **Position**                                      **Date**

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## GENERAL CONDITIONS OF CONTRACT

### 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 Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
- (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*
- (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. 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.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. 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.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

### 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. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations 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.

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

**5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS**

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

**6. SAMPLES**

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
  - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
  - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or if stipulated on the document.**
  - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

**7. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

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

- (i) The institution has determined that a compulsory site meeting  take place
- (ii) Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time \_\_\_\_ : \_\_\_\_ Place \_\_\_\_\_

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

**8. STATEMENT OF SUPPLIES AND SERVICES**

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

**9. SUBMISSION AND COMPLETION OF SBD 6.1**

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

**10. TAX COMPLIANCE REQUIREMENTS**

- 10.1. In the event that the tax compliance status has failed on CSD, **it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.**
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, **the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.**

## 11. TAX INVOICE

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

- |  |  |
|--|--|
| (i) the name, address and registration number of the supplier;                           | (iv) a description and quantity or volume of the goods or services supplied; |
| (ii) the name and address of the recipient;  | (v) the official department order number issued to the supplier;             |
| (iii) an individual serialized number and the date upon which the tax invoice is issued; | (vi) the value of the supply, the amount of tax charged;                     |
|  | (vii) the words tax invoice in a prominent place.                            |

## 12. PATENT RIGHTS

The supplier shall indemnify the **KZN Department of Health** (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. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

**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:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;



**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

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

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = price of lowest acceptable bid

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING applicable box)**

(Tick

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

7.1 Will any portion of the contract be sub-contracted?

7.1.1 If yes, indicate:

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

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

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

WITNESSES	
1.	.....
2.	.....

..... SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS..... ..... .....



health

Department:  
Health  
**PROVINCE OF KWAZULU-NATAL**

**PROVINCIAL STANDARDIZED GUIDELINES ON PROVISION OF  
ASSISTIVE DEVICES IN KWAZULU-NATAL: 2013**

IMPLEMENTATION DATE: 01. 01. 2014

DR. SM. ZUNGU

HEAD OF DEPARTMENT

30.08.2013

DATE

## **1. Background / Rationale**

The UN Convention on the Rights of persons with disabilities (UNCRPD, 2006) dictates for provision of quality health services including provision of assistive devices to persons with disabilities. The UN Convention on the Rights of persons with disabilities dictates the responsibility of member states to take effective measures to ensure personal mobility with the greatest possible independence to promote independence and ensure availability and access to mobility aids, devices and assistive technologies.

The World Health Organization, 2008 & 2010 further recommend for provision of guidelines manual wheelchairs in less resourced areas and guidelines for Community Based Rehabilitation.

Nationally, the National Department of Health (NDOH, 2003) developed guidelines on standardization of provision of assistive devices illustrates the principles regarding assistive devices technology to: Budgeting for Assistive Devices; Assessment, prescription & ordering of assistive devices; Issuing of assistive devices; Repairs, Maintenance & replacements/recycling of assistive devices; Payment for assistive devices, accessories and maintenance; Free Assistive devices for indigent; Record-keeping for assistive devices; Training in the use of assistive devices; Stocks of assistive devices and accessories ;Custom-made and self-made assistive devices; Motorized wheelchairs; Augmentative and Alternative Communication (AAC)

Provincially, there is non-existence of standardized guidelines on provision of assistive devices. However, there are provincial guidelines developed for provision of ordinary wheelchairs and motorized wheelchairs.

Furthermore, increase demand of assistive devices for impairments related to HIV-AIDS and other emerging disease complex requires guidelines for provision of relevant assistive devices and assistive technologies.

In the light of the above, the KwaZulu-Natal Department of Health appointed a task team to develop provincial standardized guidelines for provision of assistive devices. Accordingly, assistive devices guidelines have been developed to provide direction with regard to the responsibilities of specialists, disabled clients, their families and all involved in provision of assistive devices to people with temporal and or permanent disabilities. These guidelines form part of the implementation of rehabilitation and disability policies in the Department of Health KwaZulu-Natal.

It is crucial that health management and personnel understand how to translate the findings of the assessment/screening process into appropriate support measures.

- To ensure appropriate training is provided to the user of an Assistive Device and/ or the care giver by an appropriate Health care service provider or recognized practitioner.
- To provide appropriate statistics, record keeping & maintenance of devices.
- To standardize provision of assistive devices at all levels of care in order to ensure equity.
- To provide guidance on acceptance and maintenance of donated assistive devices by Department.

#### **4. Policy & Legal Framework**

- UN Convention on the rights of persons with disability (PWD's) (2006)
- UN Convention on the Rights of a Child
- WHO guidelines on provision of wheelchairs in reduced Resource Areas 2011
- National Health Act Number 61 of 2003
- Constitution of the Republic of South Africa, Act 108 of 1996, chapter 2 bill of rights no. 27.
- Standardization of provision of assistive devices in South Africa 2003.
- White paper on the INDS 1997.
- National Rehabilitation Policy 2000.

#### **5. Definition of Terms**

##### **i) Assistive Devices:**

Assistive devices are any device and ergonomic solution capable of reducing the disability experienced by an individual. It enables individuals with disabilities to participate on equal terms with their counterparts. If people with disabilities are to access their rights and responsibilities and participate in society as equal citizens, they must access affordable, quality and appropriate devices. Assistive devices should include those that: promote independence of a disabled person; contribute to functional independence of disabled persons in society; facilitate communication for disabled people; and improve the quality of life of disabled people. An assistive device must be specific to the impairment and individual needs of client.

- **Activities of Daily Living Devices** which include among others: Liquid level indicators, adapted handles, sun screen lotions, medicine dispensers, etc.

## **8. Service Delivery Steps for Assistive Devices**

Steps of delivery for assistive devices include: Referral and appointment; Assessments; Prescription; Ordering; Product preparation; Issuing and/ or fitting; staff training; Training of user; device maintenance and repairs, management of donations, Budgeting, etc.

### **8.1. Referral and Appointment**

Referral and appointment for assistive devices must be at the point of entry.

Referrals of patients for assistive devices to another facility must only be considered if the relevant level of service and expertise is not available at that point entry.

### **8.2. Assessment**

Patients must be assessed at the point of entry, where appropriate.

Assessment must be performed by clinical professionals or recognized practitioners who are trained in the relevant field. If students are available, they must assess clients for assistive devices under supervision.

The Assessor must ensure that relevant personal information of the client must be obtained and recorded including contact details of the client and family member / caregiver. This information is relevant for tracking the client once the ordered device is delivered.

Assessment for devices must be done in a clinically and appropriate environment i.e. private, clean, safe and quiet.

Basic equipment required for assessment must be made available.

### **8.3. Prescription of assistive devices**

Prescription of an assistive device must be done by a trained and relevant practitioner.

For bulk ordering of assistive devices, relevant stakeholders at the facility must ensure that adequate range of assistive devices and their accessories are procured timeously.

Suitable storage, security and stock control must be maintained for all ordered devices.

For essential accessories, please refer to list of minimum /type of device to be issued to clients at relevant level of service delivery.

### **8.5. Manufactured devices**

Client-specific devices need to be manufactured by relevant clinician, technicians or practitioners, and relevant tools and materials for production and / or preparation must be made available.

### **8.6. Receipt of Ordered Assistive Devices**

Upon receipt of ordered device/s, the relevant clinician, technician or practitioner must ensure that ordered device/s are inspected; verified to be correct; in good condition; and must be recorded.

### **8.7. Assistive Device Preparation for Issuing**

All devices must be checked for quality and safety prior to being issued to clients

The devices earmarked for issuing must be labeled with the following details: (name of a client, institution and contact details of the client)

Customized changes to devices must be done only by a recognized clinician, technician or practitioner before issuing and / or fitting as well as training of user.

### **8.8. Issuing of Device**

All ordered assistive devices must be checked for correctness, appropriateness and good state of the condition by a recognized practitioner clinician, technician before being issued.

When patients apply for the replacement of stolen item, they must provide an appropriate South African Police Service case number before being placed on the waiting list.

The frequency of replacement of assistive device is dependent on the type of device and recommended period for replacement in the contract. However replacement of devices not on contract will be determined by warrant status and recommendation by a relevant clinician

In case of the client's medical condition deteriorates over a short space of time, issuing of repeat assistive device must be done at the discretion of a trained, qualified relevant professional and taking into account availability of budget at the institution.

A patient is required to return the device to the institution where it was issued, prior to receiving a new device due to the deterioration of the medical condition.

Clients, who have been discovered to be negligent with the care and maintenance of a device, may only be considered for replacement after the expiry period for the original device has lapsed. The decision may however, take extenuating circumstances into consideration.

#### **8.12. Record keeping**

Record keeping is crucial throughout the process of provision of any assistive device.

A record of all applications for assistive devices must be kept with the client's particulars by the clinician.

All personal details of the recipient of the devices must be recorded in the central database to prevent issuing duplications.

Serial numbers or an appropriate description and expected guarantee period of the device must be recorded before issuing an assistive device.

Clinician / technician must monitor and record factors related to the durability of the device and its life span.

Practitioner issuing the device must document problems reported about the device by the user, and this information may be used for future evaluation of specifications and tender processes.

Records for repairs/maintenance and replacement of the device must be kept.



All donations of assistive devices must be accepted according to the KwaZulu-Natal Department of Health policy on acceptance of donations.

A donation to an individual client must be guided by a specific prescription by a relevant clinician, technician or practitioner.

Provincial donations must be managed and distributed by the Disability and Rehabilitation Programme according to the provincial waiting lists /backlogs and specific donor requirements

### **8.17. Budgeting for Assistive Devices**

The budget allocation must promote Primary Health care model at all levels of service delivery CHC/ District/ Regional /Tertiary /other specialized facilities at Provincial level.

The budget must be based on the local needs and should provide for any backlog that might have accumulated within institutions.

The budget must consider supply demands, cost for repairs, and loan devices based on the device in question. Should the cost of repairing the device exceed 60% of the cost of a new device, repairs should not be carried out and that defective device must be condemned and its parts may be recycled for repairing other devices.

The allocation of the budget must take into consideration all aspects regarding replacement, back logs, procurement, repairs and accessories for the devices.

The budget must be informed by relevant stake holders e.g. Therapists. Consultation must be done at all levels including head office (Disability and Rehabilitation Programme

The budget must be reviewed on an annual basis and should be adjusted to accommodate changing patterns of demand as well as the projected growth in the prevalence of impairment.

As services are devolved to community level, District and sub-district offices will need to factor hearing aid batteries/ accessories into budgets for consumable items at CHCs provided staff have received necessary training

Dedicated budgets for assistive devices must be allocated to each institution, as per categories of devices listed hereunder:

- Mobility device (ordinary wheelchairs, buggies, motorized wheelchairs, walking sticks, crutches, white canes etc.)

### **9.1. Process of consultation required (if any) and with whom**

Guidelines for assistive devices will be circulated to all relevant stakeholders including district rehabilitation coordinators, therapy forums, training institutions and NGO's.

### **9.2. Training of Implementers**

Training will be conducted to relevant implementers /assessors for assistive devices. These include: clinicians, technicians and practitioners, institutional procurement officers and others.

### **9.3. Constraints of implementation**

Limited or non-prioritization of budget for assistive devices at district and institutional levels

Poor compliance due to high staff turnover of staff particularly therapists

Lack of in-service training for implementers