



## Quotation Advert

Opening Date: 05/03/2024  
Closing Date: 12/03/2024  
Closing Time: 11:00

### INSTITUTION DETAILS

Institution Name: KwaMagwaza Hospital  
Province: KwaZulu-Natal  
Department of entity: Department of Health  
Division or section: Central Supply Chain Management  
Place where goods/  
service is required: **KwaMagwaza Hospital**

Date Submitted: 04/03/2024

### ITEM CATEGORY AND DETAILS

Quotation number: ZNQ/KMG 397-23-24  
Item Category: Goods  
Item Description: Supply and delivery of laryngoscope sets  
Quantity (if supplies): 39

### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not applicable

Date: N/A

Time: N/A

Venue: N/A

QUOTES CAN BE COLLECTED FROM: KZN Health website

QUOTES SHOULD BE DELIVERED TO: KwaMagwaza Hospital main gate tender box  
Email: [quotations.kwamagwaza@kznhealth.gov.za](mailto:quotations.kwamagwaza@kznhealth.gov.za)


### ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Thoba Zulu

Email: [thoba.zulu@kznhealth.gov.za](mailto:thoba.zulu@kznhealth.gov.za)

Contact number: 035 450 8258

Finance Manager: MR B.S Mbokazi

Finance Manager Signature 



**health**

Department:  
Health

PROVINCE OF KWAZULU-NATAL

St Mary's KwaliMagwaza Hospital, Magwaza Road (8.9 Km)  
Private Bag X 808 Melmoth, 3835  
Tel.: 035 450 8258 /450 8246, Fax.: 035 450 8253  
Email.: andile.shandu@kznhealth.gov.za  
Email.: Thoba.zulu@kznhealth.gov.za  
[www.kznhealth.gov.za](http://www.kznhealth.gov.za)

St Mary's KwaliMagwaza Hospital  
Supply Chain Management

Enquiries: SCM Office  
Date: 04 March 2024  
Tel. no.: 035 450 8258  
Ref. no.: KMG 397-23-24

### INVITATION TO QUOTE

ATT: SERVICE PROVIDER  
FROM: KWAMAGWAZA HOSPITAL  
RE: SUPPLY AND DELIVERY OF PEDIATRIC LARYNGOSCOPE SETS  
You are cordially requested to give all-inclusive quotation for the above mentioned item:

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QNT	PRICE AMOUNT	COMPLIANT TO SPECIFICATION	
					YES	NO
1	Supply and delivery of pediatric laryngoscope sets handle and curved blades Size 00,0,1( <b>Melmoth clinic</b> )	each	06	R		
2	Supply and delivery of adult curved blades set for laryngoscope Size 2,3 and 4 ( <b>Melmoth clinic</b> )	each	06	R		
3	Supply and delivery of pulse oximeter paeds( <b>Melmoth clinic</b> )	each	02	R		
4	Supply and delivery of nebulizer machine( <b>Melmoth clinic</b> )	each	02	R		
5	Supply and delivery of laryngoscope set straight adult with extra bulbs blades Size 1,2,3,4 and 5( <b>Ndundulu clinic</b> )	each	02	R		

6	Supply and delivery of peds laryngoscope (Yanguye clinic)	each	01	R	
7	Supply and delivery of pulse oximeter machine with both adult and paed probes handheld stand alone battery operated(I.P.C)	each	20	R	

**SCM REQUIRED DOCUMENTS TO BE ATTACHED**

DOCUMENTS REQUIRED		YES	NO
Annexure A	BBBEE Certificate		

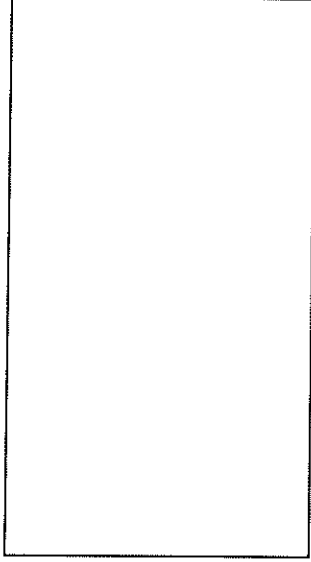
**TO BE SIGNED BY THE SUPPLIER UPON COMPLETION:**

I, the undersigned (initial and surname): \_\_\_\_\_

Certify that the information furnished above is correct. I also accept that this information will be used in the evaluation process and that my bid/quote may be rejected or accepted based on the information I furnished.

Signature: \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_\_\_

**SUPPLIER COMPANY STAMP:**

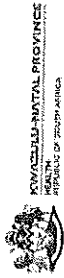


Compiled By: T.G.Zulu

Checked By :

\_\_\_\_\_

• KINDLY RETURN ALL DOCUMENTATION WHEN REPLYING



PARTICULARS OF QUOTATION

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: KwaMagwaza District Hospital

FACSIMILE NUMBER: N/A E-MAIL ADDRESS: quotations.kwamagwaza@kznhealth.gov.za
PHYSICAL ADDRESS: KwaMagwaza Road, Melmoth 3835
QUOTE NUMBER: ZNQ / KMG / 397 / 23 - 24 VALIDITY PERIOD: 90 DAYS
DATE ADVERTISED: 05/03/2024 CLOSING DATE: 12/03/2024 CLOSING TIME: 11:00

DESCRIPTION: SUPPLY AND DELIVERY OF LARYNGSCOPE SETS

CONTRACT PERIOD (IF APPLICABLE): Once-off

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

KwaMagwaza Road ,Melmoth 3835

KwaMagwaza Hospital Main gate tender box

ENQUIRIES REGARDING THE QUOTE MAY BE DIRECTED TO:

CONTACT PERSON: Thoba Zulu

TELEPHONE NUMBER: 035 450 8258

E-MAIL ADDRESS: thoba.zulu@kznhealth.gov.za

ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: S.P Zulu

TELEPHONE NUMBER: 035 460 9000

E-MAIL ADDRESS: N/A

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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

NAME OF BIDDER:
E-MAIL ADDRESS:
POSTAL ADDRESS:
STREET ADDRESS:
TELEPHONE NUMBER: FACSIMILE NUMBER:
CELLPHONE NUMBER: SARS PIN:

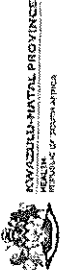
VAT REGISTRATION NUMBER (if VAT vendor):

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO.

UNIQUE REGISTRATION REFERENCE:

Table with 4 columns containing letters M, A, A, A

Table with 13 columns for unique registration reference



STANDARD QUOTATION DOCUMENT FOR QUOTATIONS ABOVE R2 000.01

QUOTE NUMBER: ZNQ / KMG / 397 / 23 / 24 OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01

DESCRIPTION: SUPPLY AND DELIVERY OF PHOT FRAMES, BMI CALCULATOR

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022: POINTS ALLOCATED 20
Promotion of South African Owned Enterprises

Table with columns: ICN NUMBER, QUANTITY, UNIT OF MEASURE, DESCRIPTION, BRAND & MODEL, COUNTRY OF MANUFACTURE, PRICE. Includes rows for various medical equipment like laryngoscopes, paedometers, and nebulisers.

DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO
IS THE PRICE FIRM? YES / NO
DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION? YES / NO

STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK)
NAME OF BIDDER: SIGNATURE OF BIDDER: DATE:
CAPACITY UNDER WHICH THIS QUOTE IS SIGNED:



**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**

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. 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?<sup>2</sup> 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>3</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 'Procuring institution' refers to all institutions under the Accounting Officer of the Department of Health.  
 3 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**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid/quotation documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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<b>1</b>	<b>Definitions</b>
1.1.	The following terms shall be interpreted as indicated:
1.2.	"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
1.3.	"Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.4.	"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.5.	"Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
1.6.	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.7.	"Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
1.8.	"Day" means calendar day.
1.9.	"Delivery" means delivery in compliance of the conditions of the contract or order.
1.10.	"Delivery ex stock" means immediate delivery directly from stock actually on hand.
1.11.	"Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.12.	"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA
1.13.	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.14.	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.15.	"GCC" means the General Conditions of Contract.
1.16.	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.17.	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.18.	"Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
1.19.	"Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.20.	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.21.	"Project site," where applicable, means the place indicated in bidding documents.
1.22.	"Purchaser" means the organization purchasing the goods.
1.23.	"Republic" means the Republic of South Africa.
1.24.	"SCC" means the Special Conditions of Contract.
1.25.	"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
2.	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
<b>2</b>	<b>Application</b>
2.1.	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2.	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3.	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
<b>3</b>	<b>General</b>
3.1.	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2.	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>

**4 Standards**

4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5 Use of contract documents and information; inspection.**

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6 Patent rights**

6.1. The supplier shall indemnify 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.

**7 Performance security**

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:  
(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or  
(b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8 Inspections, tests and analyses**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9 Packing**

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10 Delivery and documents**

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

**11 Insurance**

11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.





- 12**  
**12.1.** **Transportation**  
Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13**  
**13.1.** **Incidental services**  
The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:  
(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;  
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;  
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;  
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and  
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the parts charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 13.2.** Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14**  
**14.1.** **Spare parts**  
As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:  
(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and  
(b) in the event of termination of production of the spare parts:  
(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and  
(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15**  
**15.1.** **Warranty**  
The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.  
**15.2.** This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.  
The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.  
**15.3.** Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.  
**15.4.** If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.  
**15.5.** The supplier shall promptly notify the supplier in writing of any claims arising under this warranty.
- 16**  
**16.1.** **Payment**  
The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.  
**16.2.** The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.  
**16.3.** Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.  
**16.4.** Payment will be made in Rand unless otherwise stipulated in SCC.
- 17**  
**17.1.** **Prices**  
Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18**  
**18.1.** **Contract amendments**  
No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19**  
**19.1.** **Assignment**  
The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20**  
**20.1.** **Subcontracts**  
The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21**  
**21.1.** **Delays in the supplier's performance**  
Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.  
**21.2.** If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.  
**21.3.** No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.  
**21.4.** The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.



- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22 Penalties**
- 22.1. Subject to GCC Clause 25, 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. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23 Termination for default**
- 23.1. 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:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. 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. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. 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.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.
- 23.7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24 Anti-dumping and countervailing duties and rights**
- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25 Force Majeure**
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26 Termination for insolvency**
- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27 Settlement of Disputes**
- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.



- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.5. (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier.
28. **Limitation of liability**  
28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;  
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and  
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. **Governing language**  
29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. **Applicable law**  
30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. **Notices**  
31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.  
31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. **Taxes and duties**  
32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.  
32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.  
32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. **National Industrial Participation (NIP) Programme**  
33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. **Prohibition of Restrictive practices**  
34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).  
34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.  
34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



SCC

**SPECIAL 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 initialed; 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.



- 5.6. 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**  
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 (i) testing will be for the account of the bidder.

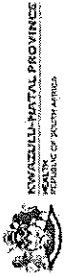
7. **COMPULSORY SITE INSPECTION / BRIEFING SESSION**  
7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

(i) The institution has determined that a compulsory site meeting will not take place.

(ii) Date: / / Time: : Place:

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

8. **STATEMENT OF SUPPLIES AND SERVICES**  
8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.
9. **SUBMISSION AND COMPLETION OF SBD 6.1**  
9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.
10. **TAX COMPLIANCE REQUIREMENTS**  
10.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.  
10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.
11. **TAX INVOICE**  
11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:  
(i) the name, address and registration number of the supplier;  
(ii) the name and address of the recipient;  
(iii) an individual serialized number and the date upon which the tax invoice  
(iv) a description and quantity or volume of the goods or services supplied;  
(v) the official department order number issued to the supplier;  
(vi) the value of the supply, the amount of tax charged;  
(vii) the words tax invoice in a prominent place.
12. **PATENT RIGHTS**  
12.1. 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.**



SBD 6.1.

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

- 1.1. The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. The applicable preference point system for this tender is the 80/20 preference point system.

1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4. The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**4. DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

**3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

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

OR

90/10

$$P_s = 90 \left( 1 - \frac{Pt - P_{min}}{P_{max}} \right)$$

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>min</sub> = Price of lowest acceptable tender

**3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

**3.2.1. POINTS AWARDED FOR PRICE**

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

OR

90/10

$$P_s = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>max</sub> = Price of highest acceptable tender



**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Promotion of South African Owned Enterprises	20	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm: \_\_\_\_\_
- 4.4. Company registration number: \_\_\_\_\_
- 4.5. TYPE OF COMPANY/ FIRM (tick applicable box)
- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

\_\_\_\_\_

SURNAME AND NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**REVISED: 29/05/2017**

**PROVINCE OF KWAZULU-NATAL**

**DEPARTMENT OF HEALTH**

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

**SPECIFICATION FOR:**

**UMDNS: 12293**

**LARYNGOSCOPES ADULT – BATTERY OPERATED (FIBRE OPTIC)  
SPECIFICATION: H.T.S. NO. S2 (SURGICAL)**

**NB: GENERAL CLAUSES THAT DO NOT APPLY TO THE EQUIPMENT OFFERED MUST BE ANSWERED "COMPLIES", "DOES NOT COMPLY" OR ANSWER THE QUESTION UNDER BIDDERS COMMENTS.**

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G1	The space provided under "Bidder's Comments" for each clause must be used for this purpose. Bidders who neglect to provide answers to every Clause in this Bid Specification will be disqualified. Bidders must note that abbreviated answers e.g. N/A etc. will not be accepted. Bidders must also note that no part of any clause/s in this Bid Specification may be altered. Where there are traces of alterations found to any clauses in this Bid Specification during Adjudication, the Adjudication Committee will reserve the right to disqualify the bidder. The Bidder must clearly indicate if their offered product complies with the stated requirements, by indicating, "Complies" or "Does not comply" or answer the question next to the corresponding clause. All responses must be clear and legible.	
Clause G2		
Clause G3	<b>GUARANTEE:</b>	
Clause G3.1	All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twenty four (24) Months. The successful bidder must arrange with the respective Hospital / Institution and the Health Technology Services before Commissioning the Equipment at the respective Hospital / Institution. The bidder to note that the Guarantee period must only take effect upon successful Commissioning at the respective Hospital / Institution and successful test and acceptance by the Health Technology Services.	
Clause G3.2	State percentage guaranteed up time of machine (Should be at least 99%).	
Clause G3.3	The recommended number of services, per annum, by the manufacturer, must be included during and up until the end of the guarantee period and all costs related to the provision of such service/s will be for the bidders account.	
Clause G3.4	The bidder must state the number of services that will be provided during and up to the end of the guarantee period.	
Clause G3.5	Any breakdown during the guarantee period must include all cost (spares, labour, travelling and sundries) for any prescribed maintenance services (major and minor) as well as any QA testing that is required by Department Health's Radiation Control Board during the guarantee period.	
Clause G3.6	Travelling and Travelling Time costs must be included during the Guarantee Period?	
Clause G3.7	Spares that may be required during the Guarantee Period will be supplied at the expense of the bidder.	
Clause G3.8	Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-Day basis.	
Clause G3.9	Any repetition (twice or more) of the same type of fault that first occurred during the guarantee period must be considered as a repair under guarantee if it occurs within the first year after the expiry of the guarantee period.	
Clause G3.10	The same guarantee conditions must apply to replacement units.	
Clause G4	The successful bidder must Supply, Deliver, Commission and install the	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
	Equipment and will be required to demonstrate the product to the applicable Staff at the Institution and costs for the abovementioned must be included in the final bid price.	
Clause G5	Bidders must offer the Health Technology Service's In House Technicians a demonstration of the product, which will enable the Health Technology Service's In House Technicians to become acquainted with the equipment during the Test and Acceptance phase.	
Clause G6	Preference may be given to a make and model that has been technically and clinically evaluated by a Government Institution within the R.S.A. (Attach proof of evaluation where applicable).	
Clause G7	The successful bidder must provide the Health Technology Service's in house Technicians, <b>full training</b> in the calibration, maintenance, service and repair of the product down to PCB Level. N.B. The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidders account. A Certificate of Competency must be issued on completion of the training. The Training must be provided by the successful bidder to the Health Technology Services within three months from date of initial supply and delivery of the equipment to the end user.	
Clause G8	<b>SERVICING:</b>	
Clause G8.1	The bidder must have a well established service and repair facility in KwaZulu-Natal, to service, repair and calibrate the equipment offered. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.2	If the service is subcontracted to a local service agent, a signed copy of the letter of appointment by the bidder and acceptance by the subcontractor must be submitted with this bid / quotation. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.3	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor.	
Clause G8.4	Supply the Name, Address and Telephone Number/s of the Local Service Department within KwaZulu-Natal.  <b>Please supply details as follows:</b>  Company name : _____  Physical Address : _____  Telephone Number/s : _____ Fax number : _____  <i>(The Health Technology Services reserves the right to inspect the premises).</i>	
Clause G8.5	State if the Technician(s) are in the direct employ of the bidder or a	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
	subcontractor.	
<b>Clause G8.6</b>	The bidder must supply information on the number of Technicians permanently working in KwaZulu-Natal and their names and contact Telephone Number/s must be listed (Directly employed or subcontracted) in an annexure to the bid document.	
<b>Clause G8.7</b>	The Technician(s) must be original equipment manufacturer trained to deal with the service, repair and calibration of the equipment quoted on. <b>N.B. Proof of original equipment manufacturer training must be submitted with this bid / quotation offer.</b>	
<b>Clause G8.8</b>	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.	
<b>Clause G9</b>	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.	
<b>Clause G10</b>	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 <b>V.A.T.</b>	
<b>Clause G11</b>	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.	
<b>Clause G11.1</b>	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.	
<b>Clause G12</b>	The bidder must include a firm commitment in writing, which must be attached with this bid that they would supply spares, components, upgrades, complete original service / repair manual, technical support and ongoing training support for technical staff of the Health Technology Services and the end users Department of Health, KwaZulu-Natal throughout the life cycle of the equipment offered.	
<b>Clause G13</b>	Spare parts must be available for 10 (Ten) years from the original equipment manufacturer for the product offered.	
<b>Clause G14</b>	<b>The successful bidder must include in their offer at no extra cost to the final bid price:</b>	
<b>Clause G14.1</b>	Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language.	
<b>Clause G14.2</b>	Complete <b>ORIGINAL</b> Service / Repair Manual x 2 (two) Book / File; CD; DVD copies in English Language which <b>MUST</b> include the following information: Fault Finding Guide, Circuit Diagrams / Schematics, Circuit Descriptions, and <b>PCB</b> Layouts, Calibration Guide, Part Numbers and exploded diagram of Mechanical Parts / Panels.	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G14.3	All the above Manuals must be properly bound in either a Book, File or CD form.	
Clause G14.4	The Bidder must supply all software (including software-keys and / or passwords) to allow for trouble shooting (faultfinding), maintenance, calibrations, repairs and services at no additional cost.	
Clause G15	Does your Company have an after hour service back up facility.	
Clause G16	If the equipment is taken away for repairs, a loan set must be made available on request to the end user by the Institution until the Institution's unit is returned. All costs incurred for providing the loan unit must be for the bidders account.	
Clause G17	Bidder must bid on the latest model and Technology that fully complies with this Technical Specification.	
Clause G17.1	The Bidder must state how long this technology has been commercially available (state when the model offered was launched).	
Clause G17.2	The bidder must state if there are any near future updates expected.	
Clause G18	The successful bidder must maintain a system for notifying and providing users with Updates, Modifications, new Software Releases and Recalls.	
Clause G19	The successful bidders must arrange for an acceptance test of the equipment with the Manager of the Health Technology Services and the Hospital Manager. A copy of the original answered Specification, copy of the invoice order and relevant paperwork (PH form) from the receiving Hospital must be submitted with the equipment when the <b>ACCEPTANCE TEST</b> is to be undertaken.	
Clause G20	Where equipment bided for, operates off 220 Volt, 50Hz a.c. supply, bidder must ensure that the product being quoted for is fitted with a 15 Amp approved mains plug top, which is held together by two screws.	
Clause G21	The unit must comply with an acceptable International Electrical Safety Standard such as IEC 60601-1 and 60601-1-2 for Medical Equipment where the quoted equipment operates off an electrical supply.	
Clause G22	<b>All equipment, the installation and any alteration / additions must comply with:</b>	
Clause G22.1	The Occupational Health and Safety Act (1993);	
Clause G22.2	The wiring code S.A.N.S. 0142.	
Clause G23	Units being quoted for must be CE Certified. (Attach a copy of certification). The make and the model offered must be reflected on the certificate.	
Clause G24	The Mains Cable of the unit being quoted for must be the Hospital Grade Type and it must be a minimum length of (3) three metres. N.B. The mains cable of the unit being quoted for must be S.A.N.S. colour coded.	
Clause G25	The equipment being quoted for must be protected against Electro magnetic Interference.	
Clause G26	Only new equipment must be quoted for. Refurbished and reconditioned equipment being quoted on will not be accepted.	
Clause G27	Bidders must note that dedicated test equipment, spare parts and any special tooling required for the upkeep and maintenance of the equipment quoted on must be available to the Health Technology Services to procure if	



NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G28	requested. All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, must be supplied with the equipment to the Health Technology Services at no extra cost to the final bid price.	
Clause G29	<b>NB. HAZARDOUS SUBSTANCE ACT:</b>	
Clause G29.1	If this type of equipment / apparatus appears on the schedule of Hazardous Substances issued by the Directorate: Health Technology of the Department of Health, a license in terms of the Act on Hazardous Substances (Act. 15/1973) must be submitted with this bid document. The license must be registered under the bidders name or a letter of joint venture must be submitted by the license holder where the license is not in the name of the bidder. Bidders that neglect to submit a license will not be considered.	
Clause G29.2	Bidder must state the Radiation Control licence number of the make and model of equipment offered.	License No:
Clause G29.3	Where it has been established by the bidder that the equipment offered does not require Radiation Control licence, proof from the Radiation Control authority must be submitted with this bid document.	
Clause G30	The system offered must comply fully with or exceed all of the minimum specification requirements per the Technical Clauses.	
Clause G31	The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) must accompany the bid, failing which the bid will not be considered.	
Clause G32	The equipment and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific Hospital at the expense of the successful Bidder, prior to full payment being made.	
Clause G33	All prices are to include V.A.T. and must be quoted in the South African currency. The price must be valid for a period of 180 days from closing date of bid.	
Clause G34	If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of Technical and Clinical <b>experts</b> with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit must be readily available, or the bidder must take arrange for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.	
Clause G35	The Institution requesting the unit reserves the right to clinically trial and evaluate the unit in order to ensure that the unit meets the clinical requirements of the Department before adjudication of the bid.	
Clause G36	<b>UPGRADEABILITY WHERE APPLICABLE:</b>	
Clause G36.1	Bidders are to state the policy with regard to future software updates and the costs that will be involved.	
Clause G36.2	The Bidder to state what hardware and software will be available, with costs and projected dates.	
Clause G37	<b>UPGRADE POLICY:</b>	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G37.1	All future upgrades (hardware and software) involving patient safety must be offered at no additional cost.	
Clause G37.2	All future upgrades removing software viruses from existing software must be supplied at no cost.	
Clause G37.3	Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of the Manager, Health Technology Services.	
Clause G38	The Bidder must indicate the expected life of their offered unit and software in years.	

## TECHNICAL SPECIFICATION.

### Clause T1

This specification establishes the requirements, supply, delivery, end user training, demonstration, commission and installation of a complete Laryngoscope comprising of the following undermentioned items, which must be supplied as a standard set and included in the final bid price, inclusive of VAT.

- T1.1 Laryngoscope Handle – Adult x1.
- T1.2 2x "C" Type Batteries – Alkaline.
- T1.3 McKintosh Blade 1x each sizes – 2; 3: 4
- T1.4 Carry Case x 1.

### Clause T2

The Laryngoscope must provide proven reliability and must be powered by 2x "C" size dry cell alkaline batteries. The batteries must be accommodated within the Laryngoscope handle. Bidders must ensure that batteries are supplied as part and parcel of this bid.

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**BIDDER'S COMMENTS:**

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**Clause T3**

The Laryngoscope Handle must be fabricated from the following type of material:

T3.1 Stainless Steel.

**NB: Bidders that bid on battery handles manufactured from any other type of material will be disqualified.**

**Clause T4**

The Laryngoscope Handle must meet I.S.O. and S.T.M. Standards.

**Clause T5**

**The Blade Sizes that must be supplied as standard and mentioned in Clause T1 must be as follows:**

T5.1 Size 1 Curved – Mcintosh.

T5.2 Size 2 Curved – Mcintosh.

T5.3 Size 3 Curved – Mcintosh.

**Clause T6**

The Blades must be fibre optic

**Clause T7**

The Blades must be fabricated to a one Piece Stainless steel.

**Clause T8**

The Blades must meet I.S.O. and S.T.M. Standards.

**NB: Certification must be submitted.**

**BIDDER'S COMMENTS:**

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**Clause T9**

**GUARANTEE / WARRANTY**

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

**BIDDER'S COMMENTS:**

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**Clause T10**

**MAINTENANCE AND SERVICE AGREEMENT**



Upon termination of the guarantee / warranty period the DOH Health Technology Services Component Technicians will be responsible for the maintenance, repair and service of the unit offered.

**BIDDER'S COMMENTS:**

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# DETAILED TECHNICAL SPECIFICATION

## GENERAL INFORMATION REQUIRED

**FAILURE TO COMPLETE THIS PART WILL DISQUALIFY THE BIDDER**

Make: \_\_\_\_\_

Model Number / Part Number for: \_\_\_\_\_

Country of Origin \_\_\_\_\_

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

R S A Import Permit Holder (License No) \_\_\_\_\_

Bidder \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone No \_\_\_\_\_ Fax No. \_\_\_\_\_

Contact Person \_\_\_\_\_  
(Please Print)



DATE	19 January 2024
REFERENCE NUMBER	HN/ZM/XQ0105-24
SALES REPRESENTATIVE	DEVAN HARRIPERSAD
CONTACT NUMBER	076 024 9733
E-MAIL ADDRESS	<a href="mailto:Devanh@axim.co.za">Devanh@axim.co.za</a>
PRODUCT MANAGER	JACQUES MONG

HTS - ST. MARY'S KWAMAGWAZA HOSPITAL  
35 HYSLOP ROAD  
PIETERMARTIZBURG  
3201

ATTENTION	MTESHANE KHAYELIHLE
E-MAIL	N/A
TELEPHONE	033 940 2580

Dear Mteshane Khayelihle

**RE: REQUEST FOR QUOTATION**

We thank you for your enquiry and herewith have pleasure in submitting our quotation for Radiology equipment and accessories as requested.

Kindly refer to our attached terms and conditions of sale, taking special note of the licensing requirements as per the Directorate Radiation Control, prior to the purchase of any Radiology equipment, as well as our pricing terms.

Should you require any further information please contact your dedicated sales representative as per details provided above.

We trust our offer will receive your favorable consideration.

Yours faithfully,

**AXIM (PTY) LTD**

Registration No: 2017/097295/07  
Private Bag X169, Halfway House 1685  
AXIM House, 63 Old Pretoria Road, Halfway House, Ext. 2, Midrand, South Africa  
Teli: +27 (0) 11 314 0140 \* Fax: +27 (0) 11 314 0141  
Directors: D.A. Di Siena, B.A. Edwards, L.T. Fataar\*, S.B. Mdilalose, M.M. Tloubatla  
\*(Non-Executive)

# AXIM (PTY) LTD

## TERMS AND CONDITIONS OF SALE

QUOTE REFERENCE: HN/ZM/XQ0105-24

DATE: 19 January 2024

### GUARANTEE/WARRANTY

New equipment offered by AXIM (PTY) LTD, is guaranteed against defective material and workmanship for a period not exceeding fifteen (15) months from delivery date of equipment to site or twelve (12) months from completion of installation, whichever is sooner. This guarantee is not valid if servicing or repairs during the guarantee period are undertaken by companies / persons not authorized by AXIM (PTY) LTD, and is subject to the following conditions: -

#### X-Ray Equipment (New & Demonstration Models)

- X-Ray Tubes, Image Intensifier Tubes, CRT Tubes, TV Tubes or any Vacuum Tubes: Twelve (12) months from delivery date on a pro-rata basis.
  - CT Scanner Tubes: 30000 slices or Twelve (12) pro-rata, whichever occurs first, subject to factory inspection and report.
  - Wear and tear parts excluding consumables: Twelve (12) months pro-rata.
  - Glass parts breakage or operator mechanical damage/breakage excluded from guarantee.
- X-Ray Equipment (Refurbished)**
- Six (6) months guarantee, excluding vacuum elements, which are guaranteed for three (3) months.

#### Ultrasound Equipment

- Ultrasound equipment, Transducers, CRT's: Twelve (12) months on a pro-rata basis, subject to factory inspection and report.
- Wear and tear parts excluding consumables: Twelve (12) months pro-rata.
- Glass parts breakage or operator mechanical damage/breakage excluded from guarantee.

#### Film Processors / CR

- Film Processors and CR: Twelve (12) months
- Wear and tear parts, eg.. rollers, gears, pumps, elements, etc.:

On a pro-rata basis. (Not applicable if a Preventative Maintenance Service Agreement with AXIM (PTY) LTD is effective concurrent with installation handover).

#### Contrast Injectors

- Only approved consumables purchased from AXIM (PTY) LTD may be used on the injectors. Failure to do so will result in the cancellation of the warranty.

#### Picture Archiving Communication Systems (PACS) and Hardware

- All Software and hardware: Standard 12-month warranty unless otherwise stated. Any damage caused by negligence, fire and theft is not covered by hardware and software warranties. AXIM (PTY) LTD may not be held liable for loss of data caused by 3rd Party, fire theft and negligence. It is the user's responsibility to be POPI compliant.

All 3rd party integration costs and workflow changes relating to but not limited to RIS (Radiology information systems), HIS (Hospital information systems) or PACS (Picture Archiving and Communication Systems) including HL7, IHE, GDT and DCWL (Dicom modality worklists) are excluded and will be charged at actual rates from the relevant suppliers.

#### Batteries:

- Batteries are not covered under warranty, unless it is an out of box failure

#### Annual QC/QA tests:

- Not included in the warranty unless otherwise stated.

**All guarantees above, are void if damage is intentionally caused or due to operator / handler negligence.**

#### REPAIRS DURING GUARANTEE PERIOD

Repairs during the guarantee period will be free, subject to the following: -

- Repairs during any of the above guarantee periods only applies if the call-out is a result of apparatus, equipment or component failure and not as a result of misuse or operator error.
- Erroneous calls will be charged at AXIM (PTY) LTD ruling labour and conveyance/transport rates.



All repair requests for equipment outside of the warranty period will be quoted for separately and will be for the Customer's / Purchaser's account.

#### **SERVICE CONTRACT**

Service contracts inside and out of the guarantee periods are highly recommended. We shall be pleased to discuss the advantages of the AXIM (PTY) LTD Preventative & Full Comprehensive Maintenance Service Contracts.

#### **DEPARTMENT OF HEALTH: RADIATION CONTROL – SOUTH AFRICA**

Before purchasing any x-ray equipment, a RC001 application form for a "License in terms of article 4 of the Hazardous Substances Act 1973 (Act 15 of 1973) to use an x-ray device" must be completed and submitted to the Directorate: Radiation Control for approval. AXIM (PTY) LTD will assist in completing the form and provide all information regarding the offered equipment and after-sales service and quality control requirements. AXIM (PTY) LTD will not be responsible for supply, installation, commissioning, de-installation and / or removal of X-Ray equipment where the Customer / Purchaser fails to obtain the applicable license(s).

#### **PRICES**

- Prices are quoted in S.A Rands, EX Works, Johannesburg, South Africa. Prices are understood net, delivered, installed and commissioned, unless otherwise stated herein. Any Travel/ accommodation and meal costs for our technician / application specialist(s) during the warranty period are not included and will be charged for as extra, unless otherwise stated.
- All prices quoted are subject to Currency/Rate of Exchange Variation/s on the imported content of the equipment as well as import freight, at time on quotation, based on the rate/s as stated below.

**USD 1.00 = R18.68**

Any variation to the above exchange rate/s will be for the Customer's account and is calculated at the rate AXIM (PTY) LTD has paid / will pay or at date of invoice to customer, for the equipment. Should you not wish to risk receiving a ROE variation invoice, where applicable, you have the option to request Forward Cover.

#### **PLEASE MARK NEXT TO THE APPROPRIATE OPTION INDICATING YOUR CHOICE AS TO HOW YOU WISH TO PROCEED:-**

**NO – I DO NOT REQUIRE FORWARD COVER.**

I understand that I will receive an additional invoice for the variation, at time of invoice/delivery of the equipment, if applicable.

**YES – I DO REQUIRE FORWARD COVER.**

I understand that this quotation will be calculated and revised using the Forward Cover rate as received from our bank and sent to me for final acceptance.

Date until when Forward Cover is required: \_\_\_\_\_

Any escalation in costs due to unforeseen circumstances either attributable to ANY shipping delays, or other delays eg., lost apparatus, partially delivered goods, damaged goods, incomplete site preparation, technicians unable to complete the installation etc., will incur additional costs for the Customer's / Purchaser's account.

#### **INSTALLATION**

Prices quoted include installation within a 200 km radius of any AXIM (PTY) LTD Service Centre. Distances over 200 km will incur travelling time, transport charges and accommodation at AXIM (PTY) LTD ruling rates unless otherwise stated.

#### **TERMS OF PAYMENT & COSTS**

Payment for supply, delivery and / or installation of ALL CAPITAL EQUIPMENT, is strictly 7 (SEVEN) days, unless otherwise arranged and confirmed by us, prior to acceptance of quotation. Please note that should you already have a pre-approved 30-day account with us, the 30-day payment terms do not apply to Capital Equipment orders. Payment can be made to AXIM (PTY) LTD, through Direct Transfer, into the nominated account.

The Customer / Purchaser shall be liable for all costs incurred by AXIM to recover the goods and / or secure payment of its invoices on at least the attorney and client scale.

#### **CANCELLATION OF ORDERS**

Orders are firm and not subject to cancellation. Where cancellation of an order is accepted in writing by AXIM (PTY) LTD, the Customer / Purchaser will become liable for a cancellation fee of ten percent (10%) of the quoted value of the goods, plus the cost of shipping the goods back to the factory in the country of origin.



#### **LIABILITY**

Equipment supplied by AXIM (PTY) LTD or through any AXIM (PTY) LTD appointed dealer, if proved defective, will be repaired / replaced at AXIM (PTY) LTD's option and in accordance with AXIM (PTY) LTD terms of guarantee. AXIM (PTY) LTD or any of its suppliers shall have no other or greater liability of any kind for any damage or loss, direct, incidental or consequential, regardless of legal theory, including strict liability and negligence. The foregoing may not be altered, except by written agreement, signed by AXIM (PTY) LTD and seller.

#### **OWNERSHIP & RISK**

Ownership of the goods shall remain vested in AXIM (PTY) LTD and shall pass only on payment of the full purchase price having been received by AXIM (PTY) LTD. Notwithstanding the above, risk in and to the goods shall pass to the Customer upon delivery thereof. The Customer undertakes to insure the goods for their full replacement value for so long as the full purchase price owing to AXIM (PTY) LTD remains unpaid.

If the goods are purchased through a third party, an AXIM (PTY) LTD appointed dealer or by the Customer with the assistance of a finance house ("the Purchaser"), the Customer and / or the Purchaser, notwithstanding delivery of the goods, shall not acquire ownership thereof until AXIM (PTY) LTD has received payment of the full purchase price, aforesaid.

While AXIM (PTY) LTD remains owner of the goods, the Customer and / or Purchaser shall grant AXIM (PTY) LTD, its employees, agents or assigns, access to the goods at all reasonable times to inspect same wheresoever the goods may be situated and the Customer and / or Purchaser shall, within two days of delivery of the goods, provide AXIM (PTY) LTD with written proof that it has notified the Customer's landlord that same are owned by AXIM (PTY) LTD, are not subject to the Landlord's tacit hypothec and that AXIM (PTY) LTD may at any time enter upon the premises where the goods are kept to secure and remove the goods should the Customer fail to make any payment contemplated herein related to it purchasing the goods.

#### **BREACH**

An event of default shall occur if the Customer and / or Purchaser:

- should fail to make payment of the full purchase price for the goods; or
- breach any of these terms (all of which you agree to be material); or
- should act in any way which is referred to as an act of insolvency in the Insolvency Act; or
- allow any judgment against you to remain unsatisfied for a period of fourteen (14) days, unless an appeal or application for rescission has been noted against such judgment; or
- should compromise or attempt to compromise or delay payment of any debt owing by you to any of your creditors; or
- should you act in any way which may prejudice AXIM (PTY) LTD's rights in terms hereof; or
- should the goods be lost, damaged or destroyed and AXIM (PTY) LTD determines, in its sole discretion, that the goods are uneconomical to repair.

In the event of default and where AXIM (PTY) LTD has not received payment in full for the goods, AXIM (PTY) LTD shall, without prejudice to any of its other rights:

- be entitled to claim immediate payment of all amounts owing to it, whether then due for payment or not; or
- cancel the sale of the goods without notice to you, obtain possession of the goods and recover from you, as pre-estimated liquidated damages, the total amount of payables not yet paid by you, whether same are due for payment or not, less the proceeds of the sale of the goods or the proceeds of any insurance policy paid to AXIM (PTY) LTD in respect of the goods.

#### **DOMICILIUM CITANDI ET EXECUTANDI & LEGAL PROCEEDINGS**

The Customer / Purchaser hereby nominates as its chosen *domicilium citandi et executandi* as the physical address where the goods are delivered AXIM (PTY) LTD, alternatively such other physical address where the goods are normally situated from time to time as the address where AXIM (PTY) LTD may serve summonses, legal documents and notices upon you. In the event that AXIM (PTY) LTD instructs its attorneys to take legal action related to these Terms and Conditions or any transaction regulated hereby, the Customer / Purchaser shall be liable for AXIM (PTY) LTD's costs on the attorney and client scale.

#### **STRUCTURAL ALTERATIONS**

This quotation excludes structural alterations to premises, provision of main supply, ducting, conduits, beams or plumbing of any nature unless agreed to in writing and incorporated herein.

#### **SURCHARGE / TAX / VAT**

This quotation, unless specifically indicated to the contrary, excludes surcharge, any taxes, value-added tax or any duty imposed by Government bodies.

#### **VALIDITY**

All quotations shall remain valid for a period of Thirty (30) calendar days only. Thereafter it is subject to written confirmation by AXIM (PTY) LTD alternatively the issuing of an invoice in respect of the order received.





**DELIVERY TIME**

- Ex principal works / factory at time of this quotation is given as 20- 24 weeks, plus 5- 6 weeks shipping time. Due to adverse factors that can cause deviations, a final delivery period will be confirmed to you after receipt of your official order.

*(Delivery time is as shown above, however, shorter delivery periods are possible, subject to confirmation at placement of official order)*

AXIM (PTY) LTD is not responsible and will not be held liable, for any damages whatsoever, arising from delays or non-delivery through any causes beyond its control, particularly, but not limited to, such as may be caused by the Government or Military Authorities, civil unrest, labour action, electrical or communication failures / disruptions, failure of transport or delayed arrival of negotiable documents, goods, Force Majeur, etc.

**GENERAL**

This document contains the complete terms and conditions upon which AXIM (PTY) LTD sells the goods to the Customer / Purchaser and no changes may be made hereto unless in writing and signed by yourself and AXIM (PTY) LTD. Purchase orders raised against this quote will automatically be subject to our terms and conditions, irrespective of whether our terms and conditions have been signed.

**CONFIDENTIALITY CLAUSE**

By accepting quotation or work to be performed, you acknowledge and grant permission for the inspection body, when required by law or authorized by contractual commitments, to release confidential information. You as the client or individual concerned, unless prohibited by law, do not need to be notified of the information provided. Should notification be required please indicate requirements for notification in writing.

**ACCEPTANCE**

**1 / We hereby accept the above terms and conditions of sale.**

**CUSTOMER / PURCHASER**

**NAME IN PRINT:** \_\_\_\_\_

**POSITION / CAPACITY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**Revised: 18/10/2016**

**PROVINCE OF KWAZULU-NATAL**

**DEPARTMENT OF HEALTH**

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

**SPECIFICATION FOR:**

**UMDNS: 12712**

**NEBULIZER – ELECTRO – COMPRESSOR TYPE**

**SPECIFICATION: H.T.S. NO. A8 (ANAESTHETICS)**

**NB: GENERAL CLAUSES THAT DO NOT APPLY TO THE EQUIPMENT OFFERED MUST BE ANSWERED “COMPLIES”, “DOES NOT COMPLY” OR ANSWER THE QUESTION UNDER BIDDERS COMMENTS.**

NO	SPECIFICATION	BIDDERS COMMENTS: STATE “COMPLIES” OR “DOES NOT COMPLY” OR ANSWER THE QUESTION.
Clause G1.1	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” or answer the question next to the corresponding clause. All responses must be clear and legible.	
Clause G2		
Clause G3	<b>GUARANTEE:</b>	
Clause G3.1	All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twenty four (24) Months. The successful bidder must arrange with the respective Hospital / Institution and the Health Technology Services before Commissioning the Equipment at the respective Hospital / Institution. The bidder to note that the Guarantee period must only take effect upon successful Commissioning at the respective Hospital / Institution and successful test and acceptance by the Health Technology Services.	
Clause G3.2	State percentage guaranteed up time of machine (Should be at least 99%).	
Clause G3.3	The recommended number of services, per annum, by the manufacturer, must be included during and up until the end of the guarantee period and all costs related to the provision of such service/s will be for the bidders account.	
Clause G3.4	The bidder must state the number of services that will be provided during and up to the end of the guarantee period.	
Clause G3.5	Any breakdown during the guarantee period must include all cost (spares, labour, travelling and sundries) for any prescribed maintenance services (major and minor) as well as any QA testing that is required by Department Health’s Radiation Control Board during the guarantee period.	
Clause G3.6	Travelling and Travelling Time costs must be included during the Guarantee Period?	
Clause G3.7	Spares that may be required during the Guarantee Period will be supplied at the expense of the bidder.	
Clause G3.8	Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-Day basis.	
Clause G3.9	Any repetition (twice or more) of the same type of fault that first occurred during the guarantee period must be considered as a repair under guarantee if it occurs within the first year after the expiry of the guarantee period.	
Clause G3.10	The same guarantee conditions must apply to replacement units.	
Clause G4	The successful bidder must Supply, Deliver, Commission and install the Equipment and will be required to demonstrate the product to the applicable Staff at the Institution and costs for the abovementioned must be included in	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G5	the final bid price. Bidders must offer the Health Technology Service's In House Technicians a demonstration of the product, which will enable the Health Technology Service's In House Technicians to become acquainted with the equipment during the Test and Acceptance phase.	
Clause G6	Preference may be given to a make and model that has been technically and clinically evaluated by a Government Institution within the R.S.A. (Attach proof of evaluation where applicable).	
Clause G7	The successful bidder must provide the Health Technology Service's in house Technicians, <b>full training</b> in the calibration, maintenance, service and repair of the product down to PCB Level. N.B. The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidders account. A Certificate of Competency must be issued on completion of the training. The Training must be provided by the successful bidder to the Health Technology Services within three months from date of initial supply and delivery of the equipment to the end user.	
Clause G8	<b>SERVICING:</b>	
Clause G8.1	The bidder must have a well established service and repair facility in KwaZulu-Natal, to service, repair and calibrate the equipment offered. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.2	If the service is subcontracted to a local service agent, a signed copy of the letter of appointment by the bidder and acceptance by the subcontractor must be submitted with this bid / quotation. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.3	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor.	
Clause G8.4	Supply the Name, Address and Telephone Number/s of the Local Service Department within KwaZulu-Natal.  <b>Please supply details as follows:</b>  Company name : _____  Physical Address : _____  Telephone Number/s : _____ Fax number : _____	
Clause G8.5	<i>(The Health Technology Services reserves the right to inspect the premises).</i>  State if the Technician(s) are in the direct employ of the bidder or a subcontractor.	
Clause G8.6	The bidder must supply information on the number of Technicians	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
	permanently working in KwaZulu-Natal and their names and contact Telephone Number/s must be listed (Directly employed or subcontracted) in an annexure to the bid document.	
Clause G8.7	The Technician(s) must be original equipment manufacturer trained to deal with the service, repair and calibration of the equipment quoted on. <b>N.B. Proof of original equipment manufacturer training must be submitted with this bid / quotation offer.</b>	
Clause G8.8	The Institution's requirement is that a technician is available within a reasonable time (24 hours) to attend to malfunctioning equipment. The Bidder to state the technician per install base e.g. equipment ratio to technician ratio, e.g. 1 technician per 10 pieces of equipment.	
Clause G9	The bidder must Guarantee that no additional equipment will be required for the successful operation of the equipment bided for on delivery and commissioning at the customers site. A starter pack of all essential accessories and disposables must be supplied so that the unit can be put into immediate operation. The cost of the starter pack must be included in the final bid price.	
Clause G10	Optional accessories must be offered for separately on the Schedule of optional accessories found at the end of this Technical specification, indicating catalogue numbers, correct descriptions and Prices inclusive of V.A.T.	
Clause G11	Bidder must state the period of time for delivery of Spare parts following the receipt of an official order as follows: 0 to 10 days; 0 to 20 days; 0 to 30 days; 0 to 60 days; 0 to 90 days; more than 90 days.	
Clause G11.1	The Bidder must supply with this offer a list together with the quantities of spares held locally in stock in the KwaZulu-Natal Province on the offered product. The Health Technology Services reserves the right to inspect the premises to verify the spares stock held.	
Clause G12	The bidder must include a firm commitment in writing, which must be attached with this bid that they would supply spares, components, upgrades, complete original service / repair manual, technical support and ongoing training support for technical staff of the Health Technology Services and the end users Department of Health, KwaZulu-Natal throughout the life cycle of the equipment offered.	
Clause G13	Spares must be available for 10 (Ten) years from the original equipment manufacturer for the product offered.	
Clause G14	<b>The successful bidder must include in their offer at no extra cost to the final bid price:</b>	
Clause G14.1	Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language.	
Clause G14.2	Complete ORIGINAL Service / Repair Manual x 2 (two) Book / File; CD; DVD copies in English Language which MUST include the following information: Fault Finding Guide, Circuit Diagrams / Schematics, Circuit Descriptions, and PCB Layouts, Calibration Guide, Part Numbers and exploded diagram of Mechanical Parts / Panels.	
Clause G14.3	All the above Manuals must be properly bound in either a Book, File or CD form.	
Clause G14.4	The Bidder must supply all software (including software-keys and / or passwords) to allow for trouble shooting (faultfinding), maintenance, calibrations, repairs and services at no additional cost.	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G15	Does your Company have an after hour service back up facility.	
Clause G16	If the equipment is taken away for repairs, a loan set must be made available on request to the end user by the Institution until the Institution's unit is returned. All costs incurred for providing the loan unit must be for the bidders account.	
Clause G17	Bidder must bid on the latest model and Technology that fully complies with this Technical Specification.	
Clause G17.1	The Bidder must state how long this technology has been commercially available (state when the model offered was launched).	
Clause G17.2	The bidder must state if there are any near future updates expected.	
Clause G18	The successful bidder must maintain a system for notifying and providing users with Updates, Modifications, new Software Releases and Recalls.	
Clause G19	The successful bidders must arrange for an acceptance test of the equipment with the Manager of the Health Technology Services and the Hospital Manager. A copy of the original answered Specification, copy of the invoice order and relevant paperwork (PH form) from the receiving Hospital must be submitted with the equipment when the <b>ACCEPTANCE TEST</b> is to be undertaken.	
Clause G20	Where equipment bided for, operates off 220 Volt, 50Hz a.c. supply, bidder must ensure that the product being quoted for is fitted with a 15 Amp approved mains plug top, which is held together by two screws.	
Clause G21	The unit must comply with an acceptable International Electrical Safety Standard such as <b>IEC 60601-1</b> and <b>60601-1-2</b> for Medical Equipment where the quoted equipment operates off an electrical supply.	
Clause G22	<b>All equipment, the installation and any alteration / additions must comply with:</b>	
Clause G22.1	The Occupational Health and Safety Act (1993);	
Clause G22.2	The wiring code S.A.N.S. 0142.	
Clause G23	Units being quoted for must be CE Certified. (Attach a copy of certification). The make and the model offered must be reflected on the certificate.	
Clause G24	The Mains Cable of the unit being quoted for must be the Hospital Grade Type and it must be a minimum length of (3) three metres. N.B. The mains cable of the unit being quoted for must be S.A.N.S. colour coded.	
Clause G25	The equipment being quoted for must be protected against Electro magnetic interference.	
Clause G26	Only new equipment must be quoted for. Refurbished and reconditioned equipment being quoted on will not be accepted.	
Clause G27	Bidders must note that dedicated test equipment, spare parts and any special tooling required for the upkeep and maintenance of the equipment quoted on must be available to the Health Technology Services to procure if requested.	
Clause G28	All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, must be supplied with the equipment to the Health Technology Services at no extra cost to the final bid price.	
Clause G29	<b>NB. HAZARDOUS SUBSTANCE ACT:</b>	



NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G29.1	If this type of equipment / apparatus appears on the schedule of Hazardous Substances issued by the Directorate: Health Technology of the Department of Health, a license in terms of the Act on Hazardous Substances (Act. 15/1973) must be submitted with this bid document. The license must be registered under the bidders name or a letter of joint venture must be submitted by the license holder where the license is not in the name of the bidder. Bidders that neglect to submit a license will not be considered.	License No:
Clause G29.2	Bidder must state the Radiation Control licence number of the make and model of equipment offered.	
Clause G29.3	Where it has been established by the bidder that the equipment offered does not require Radiation Control licence, proof from the Radiation Control authority must be submitted with this bid document.	
Clause G30	The system offered must comply fully with or exceed all of the minimum specification requirements per the Technical Clauses.	
Clause G31	The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) must accompany the bid, failing which the bid will not be considered.	
Clause G32	The equipment and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific Hospital at the expense of the successful Bidder, prior to full payment being made.	
Clause G33	All prices are to include V.A.T. and must be quoted in the South African currency. The price must be valid for a period of 180 days from closing date of bid.	
Clause G34	If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of Technical and Clinical <b>experts</b> with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit must be readily available, or the bidder must take arrange for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.	
Clause G35	The Institution requesting the unit reserves the right to clinically trial and evaluate the unit in order to ensure that the unit meets the clinical requirements of the Department before adjudication of the bid.	
Clause G36	<b>UPGRADEABILITY WHERE APPLICABLE:</b>	
Clause G36.1	Bidders are to state the policy with regard to future software updates and the costs that will be involved.	
Clause G36.2	The Bidder to state what hardware and software will be available, with costs and projected dates.	
Clause G37	<b>UPGRADE POLICY:</b>	
Clause G37.1	All future upgrades (hardware and software) involving patient safety must be offered at no additional cost.	
Clause G37.2	All future upgrades removing software viruses from existing software must be supplied at no cost.	
Clause G37.3	Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of the Manager, Health Technology Services.	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G38	The Bidder must indicate the expected life of their offered unit and software in years.	



## **TECHNICAL SPECIFICATION.**

### **Clause T1**

This specification establishes the requirements, supply, delivery, end user training, demonstration, commission and installation of the Nebulizer that must be an Electro-Compressor type 220-230 Volt a.c. 50hz single phase.

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

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### **Clause T2**

The Nebulizer must be easy to use and suitable for paediatric and adult use.

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

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### **Clause T3**

The Nebulizer must come complete and ready to use with compressor box, nebulizer bottle and non-toxic **PVC** medical tubing.

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

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### **Clause T4**

The Nebulizer must be maintenance free and must not weigh more than 2,5kg and be no larger than 300mm x 220mm x 120mm.

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

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### **Clause T5**

- T5.1 The Nebulizer must have a double isolated case.
- T5.2 Bear the **C.E.** Marking in conformity with **E.C.** Directive **93/42/CEE**.
- T5.3 Have at least an **I.P. 30** protection class.
- T5.4 Have nebulization particles from 0,5 to 5 microns.
- T5.5 Have a minimum pressure of 1,5 bar.
- T5.6 Must conform to **S.A.B.S. I.E.C. 60601-1** and **60601-1-1-2** medical equipment.

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

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### **Clause T5**

The bidder must supply all necessary accessories and a starter pack of disposables to allow the complete system to be put into immediate operation once the installation is complete.

**Clause T6**

**GUARANTEE / WARRANTY**

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

**BIDDER'S COMMENTS:**

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**Clause T7**

**MAINTENANCE AND SERVICE AGREEMENT**

Upon termination of the guarantee / warranty period the DOH Health Technology Services Component Technicians will be responsible for the maintenance, repair and service of the unit offered.

**BIDDER'S COMMENTS:**

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**DETAILED TECHNICAL SPECIFICATION**

**GENERAL INFORMATION REQUIRED**

***FAILURE TO COMPLETE THIS PART WILL DISQUALIFY THE BIDDER***

Make: \_\_\_\_\_

Model Number / Part Number for: \_\_\_\_\_

Country of Origin \_\_\_\_\_

Deilvery Period \_\_\_\_\_

R S A Import Permit Holder (License No) \_\_\_\_\_

BIDDER \_\_\_\_\_

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

ADDRESS \_\_\_\_\_

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

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

**Revised: 18/10/2016**

**PROVINCE OF KWAZULU-NATAL**

**DEPARTMENT OF HEALTH**

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

**SPECIFICATION FOR:**

**UMDNS: 12712**

**NEBULIZER – ELECTRO – COMPRESSOR TYPE**

**SPECIFICATION: H.T.S. NO. A8 (ANAESTHETICS)**

**NB: GENERAL CLAUSES THAT DO NOT APPLY TO THE EQUIPMENT OFFERED MUST BE ANSWERED “COMPLIES”, “DOES NOT COMPLY” OR ANSWER THE QUESTION UNDER BIDDERS COMMENTS.**

NO	SPECIFICATION	BIDDERS COMMENTS: STATE “COMPLIES” OR “DOES NOT COMPLY” OR ANSWER THE QUESTION.
Clause G1.1	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” or answer the question next to the corresponding clause. All responses must be clear and legible.	
Clause G2		
Clause G3	<b>GUARANTEE:</b>	
Clause G3.1	All Equipment, Materials and Workmanship provided under this Contract must be Guaranteed for a minimum period of twenty four (24) Months. The successful bidder must arrange with the respective Hospital / Institution and the Health Technology Services before Commissioning the Equipment at the respective Hospital / Institution. The bidder to note that the Guarantee period only take effect upon successful Commissioning at the respective Hospital / Institution and successful test and acceptance by the Health Technology Services.	
Clause G3.2	State percentage guaranteed up time of machine (Should be at least 99%).	
Clause G3.3	The recommended number of services, per annum, by the manufacturer, must be included during and up until the end of the guarantee period and all costs related to the provision of such service/s will be for the bidders account.	
Clause G3.4	The bidder must state the number of services that will be provided during and up to the end of the guarantee period.	
Clause G3.5	Any breakdown during the guarantee period must include all cost (spares, labour, travelling and sundries) for any prescribed maintenance services (major and minor) as well as any QA testing that is required by Department Health’s Radiation Control Board during the guarantee period.	
Clause G3.6	Travelling and Travelling Time costs must be included during the Guarantee Period?	
Clause G3.7	Spares that may be required during the Guarantee Period will be supplied at the expense of the bidder.	
Clause G3.8	Downtime during the Guarantee Period must extend the Guarantee time on a Day-to-Day basis.	
Clause G3.9	Any repetition (twice or more) of the same type of fault that first occurred during the guarantee period must be considered as a repair under guarantee if it occurs within the first year after the expiry of the guarantee period.	
Clause G3.10	The same guarantee conditions must apply to replacement units.	
Clause G4	The successful bidder must Supply, Deliver, Commission and install the Equipment and will be required to demonstrate the product to the applicable Staff at the Institution and costs for the abovementioned must be included in	

SPECIFICATION: H.T.S. A8 (ANAESTHETICS)

REVISED: 18/10/2016

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NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G5	the final bid price. Bidders must offer the Health Technology Service's In House Technicians a demonstration of the product, which will enable the Health Technology Service's In House Technicians to become acquainted with the equipment during the Test and Acceptance phase.	
Clause G6	Preference may be given to a make and model that has been technically and clinically evaluated by a Government Institution within the R.S.A. (Attach proof of evaluation where applicable).	
Clause G7	The successful bidder must provide the Health Technology Service's in house Technicians, <b>full training</b> in the calibration, maintenance, service and repair of the product down to PCB Level. N.B. The quality and level of the training must be equivalent to the manufacturer's original factory training and any costs incurred to provide this training will be for the bidders account. A Certificate of Competency must be issued on completion of the training. The Training must be provided by the successful bidder to the Health Technology Services within three months from date of initial supply and delivery of the equipment to the end user.	
Clause G8	<b>SERVICING:</b>	
Clause G8.1	The bidder must have a well established service and repair facility in KwaZulu-Natal, to service, repair and calibrate the equipment offered. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.2	If the service is subcontracted to a local service agent, a signed copy of the letter of appointment by the bidder and acceptance by the subcontractor must be submitted with this bid / quotation. (The Health Technology Services reserves the right to inspect the premises).	
Clause G8.3	State Number of other medical equipment "Repair & Service" Agencies (excluding your Agency) represented by the subcontractor.	
Clause G8.4	Supply the Name, Address and Telephone Number/s of the Local Service Department within KwaZulu-Natal.  <b>Please supply details as follows:</b>  Company name : _____  Physical Address : _____  Telephone Number/s : _____ Fax number : _____	
	<i>(The Health Technology Services reserves the right to inspect the premises).</i>	
Clause G8.5	State if the Technician(s) are in the direct employ of the bidder or a subcontractor.	
Clause G8.6	The bidder must supply information on the number of Technicians	



NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
	permanently working in KwaZulu-Natal and their names and contact Telephone Number/s must be listed (Directly employed or subcontracted) in an annexure to the bid document.	
<b>Clause G8.7</b>	The Technician(s) must be original equipment manufacturer trained to deal with the service, repair and calibration of the equipment quoted on. <b>N.B. Proof of original equipment manufacturer training must be submitted with this bid / quotation offer.</b>	
<b>Clause G8.8</b>	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.	
<b>Clause G9</b>	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.	
<b>Clause G10</b>	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.	
<b>Clause G11</b>	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.	
<b>Clause G11.1</b>	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.	
<b>Clause G12</b>	The bidder must include a firm commitment in writing, which must be attached with this bid that they would supply spares, components, upgrades, complete original service / repair manual, technical support and ongoing training support for technical staff of the Health Technology Services and the end users Department of Health, KwaZulu-Natal throughout the life cycle of the equipment offered.	
<b>Clause G13</b>	Spare parts must be available for 10 (Ten) years from the original equipment manufacturer for the product offered.	
<b>Clause G14</b>	<b>The successful bidder must include in their offer at no extra cost to the final bid price:</b>	
<b>Clause G14.1</b>	Complete user Operation / Maintenance Manual x 2 (two) Book / File; CD; DVD copies in English Language.	
<b>Clause G14.2</b>	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.	
<b>Clause G14.3</b>	All the above Manuals must be properly bound in either a Book, File or CD form.	
<b>Clause G14.4</b>	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.	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G15	Does your Company have an after hour service back up facility.	
Clause G16	If the equipment is taken away for repairs, a loan set must be made available on request to the end user by the Institution until the Institution's unit is returned. All costs incurred for providing the loan unit must be for the bidders account.	
Clause G17	Bidder must bid on the latest model and Technology that fully complies with this Technical Specification.	
Clause G17.1	The Bidder must state how long this technology has been commercially available (state when the model offered was launched).	
Clause G17.2	The bidder must state if there are any near future updates expected.	
Clause G18	The successful bidder must maintain a system for notifying and providing users with Updates, Modifications, new Software Releases and Recalls.	
Clause G19	The successful bidders must arrange for an acceptance test of the equipment with the Manager of the Health Technology Services and the Hospital Manager. A copy of the original answered Specification, copy of the invoice order and relevant paperwork (PH form) from the receiving Hospital must be submitted with the equipment when the <b>ACCEPTANCE TEST</b> is to be undertaken.	
Clause G20	Where equipment bided for, operates off 220 Volt, 50Hz a.c. supply, bidder must ensure that the product being quoted for is fitted with a 15 Amp approved mains plug top, which is held together by two screws.	
Clause G21	The unit must comply with an acceptable International Electrical Safety Standard such as IEC 60601-1 and 60601-1-2 for Medical Equipment where the quoted equipment operates off an electrical supply.	
Clause G22	<b>All equipment, the installation and any alteration / additions must comply with:</b>	
Clause G22.1	The Occupational Health and Safety Act (1993);	
Clause G22.2	The wiring code S.A.N.S. 0142.	
Clause G23	Units being quoted for must be CE Certified. (Attach a copy of certification). The make and the model offered must be reflected on the certificate.	
Clause G24	The Mains Cable of the unit being quoted for must be the Hospital Grade Type and it must be a minimum length of (3) three metres. N.B. The mains cable of the unit being quoted for must be S.A.N.S. colour coded.	
Clause G25	The equipment being quoted for must be protected against Electro magnetic Interference.	
Clause G26	Only new equipment must be quoted for. Refurbished and reconditioned equipment being quoted on will not be accepted.	
Clause G27	Bidders must note that dedicated test equipment, spare parts and any special tooling required for the upkeep and maintenance of the equipment quoted on must be available to the Health Technology Services to procure if requested.	
Clause G28	All the necessary calibration and maintenance software, where applicable, required to maintain and calibrate the equipment, must be supplied with the equipment to the Health Technology Services at no extra cost to the final bid price.	
Clause G29	<b>NB. HAZARDOUS SUBSTANCE ACT:</b>	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G29.1	If this type of equipment / apparatus appears on the schedule of Hazardous Substances issued by the Directorate: Health Technology of the Department of Health, a license in terms of the Act on Hazardous Substances (Act. 15/1973) must be submitted with this bid document. The license must be registered under the bidders name or a letter of joint venture must be submitted by the license holder where the license is not in the name of the bidder. Bidders that neglect to submit a license will not be considered.	License No:
Clause G29.2	Bidder must state the Radiation Control licence number of the make and model of equipment offered.	
Clause G29.3	Where it has been established by the bidder that the equipment offered does not require Radiation Control licence, proof from the Radiation Control authority must be submitted with this bid document.	
Clause G30	The system offered must comply fully with or exceed all of the minimum specification requirements per the Technical Clauses.	
Clause G31	The offer submitted must be supported by descriptive literature, colour pamphlets, colour brochures and technical data sheets applicable to the offer (i.e. supporting information for all components of the system) must accompany the bid, failing which the bid will not be considered.	
Clause G32	The equipment and any accessories ordered from the successful bidder will be delivered, installed, tested, calibrated, demonstrated (including specified training) and commissioned in the specific Hospital at the expense of the successful Bidder, prior to full payment being made.	
Clause G33	All prices are to include V.A.T. and must be quoted in the South African currency. The price must be valid for a period of 180 days from closing date of bid.	
Clause G34	If the product offered is unknown to the Department, the Department reserves the right to have the unit evaluated by a team of Technical and Clinical experts with regards to its functionality, performance and quality. The decision of this committee will be used as a motivation for the evaluation and recommendation of the bid. For this reason a demonstration unit must be readily available, or the bidder must take arrangement for demonstration with representatives of the Department for the equipment offered at a site within South Africa where a same make and model of unit is installed and is in full clinical operation. The cost of this site visit is for the account of the bidder and it must therefore not place any obligation on the Department to procure from the bidder.	
Clause G35	The institution requesting the unit reserves the right to clinically trial and evaluate the unit in order to ensure that the unit meets the clinical requirements of the Department before adjudication of the bid.	
Clause G36	<b>UPGRADEABILITY WHERE APPLICABLE:</b>	
Clause G36.1	Bidders are to state the policy with regard to future software updates and the costs that will be involved.	
Clause G36.2	The Bidder to state what hardware and software will be available, with costs and projected dates.	
Clause G37	<b>UPGRADE POLICY:</b>	
Clause G37.1	All future upgrades (hardware and software) involving patient safety must be offered at no additional cost.	
Clause G37.2	All future upgrades removing software viruses from existing software must be supplied at no cost.	
Clause G37.3	Any upgrade before or after installation of the equipment involving additional cost must be brought to the attention of the Manager, Health Technology Services.	

NO	SPECIFICATION	BIDDERS COMMENTS: STATE "COMPLIES" OR "DOES NOT COMPLY" OR ANSWER THE QUESTION.
Clause G38	The Bidder must indicate the expected life of their offered unit and software in years.	

## **TECHNICAL SPECIFICATION.**

### **Clause T1**

This specification establishes the requirements, supply, delivery, end user training, demonstration, commission and installation of the Nebulizer that must be an Electro-Compressor type 220-230 Volt a.c. 50hz single phase.

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

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### **Clause T2**

The Nebulizer must be easy to use and suitable for paediatric and adult use.

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

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### **Clause T3**

The Nebulizer must come complete and ready to use with compressor box, nebulizer bottle and non-toxic **PVC** medical tubing.

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

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### **Clause T4**

The Nebulizer must be maintenance free and must not weigh more than 2,5kg and be no larger than 300mm x 220mm x 120mm.

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

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### **Clause T5**

- T5.1 The Nebulizer must have a double isolated case.
- T5.2 Bear the **C.E.** Marking in conformity with **E.C.** Directive **93/42/CEE**.
- T5.3 Have at least an **I.P. 30** protection class.
- T5.4 Have nebulization particles from 0,5 to 5 microns.
- T5.5 Have a minimum pressure of 1,5 bar.
- T5.6 Must conform to **S.A.B.S. I.E.C. 60601-1** and **60601-1-1-2** medical equipment.

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

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### **Clause T5**

The bidder must supply all necessary accessories and a starter pack of disposables to allow the complete system to be put into immediate operation once the installation is complete.

**Clause T6**

**GUARANTEE / WARRANTY**

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

**BIDDER'S COMMENTS:**

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**Clause T7**

**MAINTENANCE AND SERVICE AGREEMENT**

Upon termination of the guarantee / warranty period the DOH Health Technology Services Component Technicians will be responsible for the maintenance, repair and service of the unit offered.

**BIDDER'S COMMENTS:**

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**DETAILED TECHNICAL SPECIFICATION**

**GENERAL INFORMATION REQUIRED**

***FAILURE TO COMPLETE THIS PART WILL DISQUALIFY THE BIDDER***

Make: \_\_\_\_\_

Model Number / Part Number for: \_\_\_\_\_

Country of Origin \_\_\_\_\_

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

R S A Import Permit Holder (License No) \_\_\_\_\_

BIDDER \_\_\_\_\_

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

ADDRESS \_\_\_\_\_

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

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