KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT NUMBER: ZNB 6685/1/2021-H:

DESCRIPTION: THE SUPPLY AND DELIVERY OF RESPIRATORY AIDS: NON INVASIVE OXYGEN DELIVERY DEVICES FOR VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS.

Name of Bidder……

Central Supplier's Database Registration Number……

Income Tax Reference Number……

BIDDER TO NOTE THE FOLLOWING

CLOSING DATE AND TIME:

Date: 04 MAY 2021

Time: 11: 00AM

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SECTION A: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF HEALTH					
BID NUMBER:	**ZNB 6685/1/2021-H**	CLOSING DATE:	**04 MAY2021**	CLOSING TIME:	**11: H 00 AM**
DESCRIPTION	**THE SUPPLY AND DELIVERY OF RESPIRATORY AIDS: NON INVASIVE OXYGEN DELIVERY DEVICES FOR VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS.**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE
OLD BOYS SCHOOL, 310 JABU NDLOVU STREET
PIETERMARITZBURG
3201

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE			NUMBER		
E-MAIL ADDRESS						
VATREGISTRATION NUMBER						
	TCS PIN:		**OR**	CSD No:		
STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?						

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		
	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR
		NAME:

[A STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS / SERVICES / WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE **OF BIDDER**	……	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER **OF ITEMS OFFERED**		**TOTAL BID PRICE (ALL** INCLUSIVE**)**	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	KZN Department of Health	DEPARTMENT	KZN Department of Health
CONTACT PERSON	Tenders@kznhealth.gov.za	CONTACT PERSON	Dr Groenewald
TELEPHONE NUMBER	033 815 8361	TELEPHONE NUMBER	033 395 4200
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Tenders@kznhealth.gov.za	E-MAIL ADDRESS	Edendale.Anaesthetics@kznhealth.gov.za

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. CERTIFICATE OR SWORN AFFIDAVIT FOR MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT AND ANY AMENDMENTS THERETO.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE DEPARTMENT TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA/ JOINT VENTURES/ SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/ TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SECTION B: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT. REFER TO THE GENERAL CONDITIONS OF CONTRACT AT THE FOLLOWING WEB ADDRESS:
http://www.treasury.gov.za/divisions/ocpo/ostb/contracts/default.aspx

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.

2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.

3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

4. Bids submitted must be complete in all respects.

5. Bids 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 bid documents.

6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.

7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.

8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.

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

10. No bid submitted by telefax, telegraphic or other electronic means will be considered.

11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.

12. Any alteration made by the bidder must be initialled.

13. Use of correcting fluid is prohibited.

14. Bids will be opened in public as soon as practicable after the closing time of bid.

15. Where practical, prices are made public at the time of opening bids.

16. 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.

17. The bidder must initial each and every page of the bid document.

SECTION C: AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the Board of Directors, personally signed by the Chairperson of the Board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on…..20....., …… (Full name) (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of ……..(Name of Company).

IN HIS/ HER CAPACITY AS: ……

SIGNED ON BEHALF OF COMPANY: ..... (PRINT NAME)

SIGNATURE OF SIGNATORY: ..... **DATE**: .....

WITNESSES: 1 ..... **DATE**: .....

2 ..... **DATE**: .....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... (Full name) hereby confirm that I am the sole owner of the business trading as:
.....(Name of Business)

SIGNATURE…… **DATE……**

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

We, the undersigned Partners in the business trading as .....
.....(name of partnership)

hereby authorise ..... (full name) to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of

.....	.....	.....
SIGNATURE	**SIGNATURE**	**SIGNATURE**
.....	.....	.....
DATE	**DATE**	**DATE**

D. CLOSE CORPORATION

In the case of a Close Corporation submitting a bid, a certified copy of the Founding/ Amended Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20.....

……....., (Full name)
whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

…….....(Name of Close Corporation)

Trading as .....(Trading name).

IN HIS/ HER CAPACITY AS: …….....

SIGNED ON BEHALF OF THE CLOSE CORPORATION: .....
(PRINT NAME)

SIGNATURE OF SIGNATORY: ..... **DATE**: .....

WITNESSES: 1 ..... **DATE**: .....

2 ..... **DATE**: .....

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20.....

..... (full name) whose signature

appears below, has been authorised to sign all documents in connection with this bid on behalf of ……

.....(Name of cooperative)

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/ HER CAPACITY AS: .....……

DATE: .....…….

SIGNED ON BEHALF OF CO-OPERATIVE: .....

FULL NAME IN BLOCK LETTERS: ……

WITNESSES: **1** ..... **DATE**: .....

2 ..... **DATE**: .....

F. JOINT VENTURE

If a bidder is a Joint Venture, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of the entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and /or contract on behalf of the Joint Venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the Joint Venture partners
on……20……

…… (Full name)

…… (Full name)

…… (Full name)

…… (Full name)
whose signatures appear below have been duly authorised to sign all documents in connection with this bid on behalf of:
…… (Name of Joint Venture)

IN HIS/ HER CAPACITY AS: ……

SIGNED ON BEHALF OF (ENTITY NAME): ……

SIGNATURE: …… **DATE:** ……

IN HIS/ HER CAPACITY AS: ……

SIGNED ON BEHALF OF (ENTITY NAME): ……

SIGNATURE: …… **DATE:** ……

IN HIS/ HER CAPACITY AS: ……

SIGNED ON BEHALF OF (ENTITY NAME): ……

SIGNATURE: …… **DATE:** ……

IN HIS/ HER CAPACITY AS: ……

SIGNED ON BEHALF OF (ENTITY NAME): ……

SIGNATURE: …… **DATE:** ……

IN HIS/ HER CAPACITY AS: ……

G. CONSORTIUM

If a bidder is a Consortium, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of concerned entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of the Consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN 0N BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the Consortium on……20……
…….. (full name)

whose signature appears below have been duly authorised to sign all documents in connection with this bid on behalf of:

…… (Name of Consortium)

IN HIS/ HER CAPACITY AS: ……

SIGNATURE: …… **DATE:** ……

SECTION D: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/ her authorised representative declare his/ her position in relation to the evaluating/ adjudicating authority where:

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

……..…….

2.2 Identity Number: .....

2.3 Position occupied in the Company (Shareholder, Director, Sole Proprietor, Member, Partner, Trustee):

…….

2.4 Registration number of Company, Sole Proprietor, Close Corporation, Partnership, Joint Venture, Consortium or Trust:

……..…….....

2.5 Tax Reference Number: ……..…….

2.6 VAT Registration Number: ……..…….... ….

2.7 The names of all Shareholders/ Directors/ Sole Proprietors, Members, Partners, Trustees, their individual identity numbers, tax reference numbers and, if applicable, employee/ PERSAL numbers must be indicated in paragraph 3 below.

"State" means –
(a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) Any municipality or municipal entity;
(c) Provincial Legislature;
(d) National Assembly or the National Council of Provinces; or
(e) Parliament.

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

2.8 Are you or any person connected with the bidder presently employed by the State? **YES/NO**

If so, furnish the following particulars:

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

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

Position occupied in the state institution: …….

Any other particulars:

……

……

……

2.9 If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES/NO**

If yes, did you attach proof of such authority to the bid document? **YES/NO**

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

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

……
……
……..

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

If so, furnish particulars:
……
……
……

2.11 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

If so, furnish particulars.
……
……
……

2.12 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

If so, furnish particulars**.**

……..……
……..……
……..

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

If so, furnish particulars:

……
……
……

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

FULL NAME	IDENTITY NUMBER	PERSONAL INCOME TAX REFERENCE NUMBER	STATE EMPLOYEE NUMBER/ PERSAL NUMBER

DECLARATION

I, THE UNDERSIGNED (NAME) ……..……

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

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

……..…….. ……
Signature Date

……. ……
Position Name of Bidder

SECTION E: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

ITEM	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website (**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) …….……..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

SECTION F: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE (To be completed by bidder)

This is to certify that I

.....

(Name of bidder/authorized representative)

Who represents

……

(State name of bidder)

am aware of the contents of the Central Supplier Database with respect to the bidder's details and registration information, and that the said information is correct and up to date as on the date of submitting this bid, and I am aware that incorrect or outdated information may be a cause for disqualification of this bid from the bidding process, and/ or possible cancellation of the contract that may be awarded on the basis of this bid.

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: .....

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment () Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

- 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 value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3. Points for this bid shall be awarded for:
(a) Price; and
(b) Status Level of Contributor.

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

CATEGORY	POINTS
PRICE	90 or 80
STATUS LEVEL OF CONTRIBUTOR	10 or 20
Total points for Price and must not exceed	**100**

1.5. Failure on the part of a bidder to submit proof of Status level of contributor together with the bid will be interpreted to mean that preference points for Status level of contribution are not claimed.

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

2. DEFINITIONS

a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

c) **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

d) **"Black Designated Groups"** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

e) **"Black People"** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;

f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

g) **"Co-operative"** means a co-operative **registered** in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005);

h) **"EME"** means an Exempted Micro **Enterprise** in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

i) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

j) **"Military Veteran"** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);

k) **"prices" includes** all applicable taxes less all unconditional discounts;

l) **"proof of status level of contributor" means**:
1) Status level certificate issued by an authorized body or person;
2) A sworn affidavit as prescribed by the Codes of Good Practice;
3) Any other requirement prescribed in terms of the Act;

m) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

n) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes; and

o) **"stipulated minimum threshold"** means the minimum threshold stipulated in terms of regulation 8(1)(b).

3. POINTS AWARDED FOR PRICE

3.1 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 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR STATUS LEVEL OF CONTRIBUTOR

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

STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (90/10 SYSTEM)	NUMBER OF POINTS (80/20 SYSTEM)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 Status Level of Contributor: = ……. (maximum of 10 or 20 points) (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4 and must be substantiated by relevant proof of status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i. What percentage of the contract will be subcontracted.....……%

ii. The name of the sub-contractor……

iii. The status level of the sub-contractor.....…….

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

(Tick applicable box)

YES		NO	

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

DESIGNATED GROUP: AN EME OR QSE WHICH IS AT LAST 51% OWNED BY:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: …….

8.2 VAT registration number: ……

8.3 Company registration number: …….

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……

……

……

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business: ……

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

i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
iv) If the status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may

have –

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……	…… SIGNATURE(S) OF BIDDERS(S) DATE: …… ADDRESS …… …….. ……..

SECTION H: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____that:

(Name of Bidder)

1. I have read, and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   a) has been requested to submit a bid in response to this bid invitation;
   b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) geographical area where product or service will be rendered (market allocation)
   c) methods, factors or formulas used to calculate prices;
   d) the intention or decision to submit or not to submit, a bid;
   e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.

10. 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.

……	……
Signature	Date
……..	……
Position	Name of Bidder

SECTION I: RECORD OF AMENDMENTS TO BID DOCUMENTS

I / We confirm that the following communications amending the bid documents that I / we received from KwaZulu-Natal Department of Health or their representative before the closing date for submission of bids have been taken into account in this bid.

ADDENDUM NO.	DATE	TITLE OR DETAILS

SIGNATURE: …… DATE: …….
(of person authorized to sign on behalf of the Bidder)

SECTION J: GENERAL CONDITIONS OF CONTRACT

http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/General%20Conditions%20of%20Contract.pdf

❖ **I have read, understand and accept the General conditions of the contract which are binding upon me.**

…… ……

Signature **Date**

……

Name of Bidder

SECTION K: SPECIAL TERMS AND CONDITIONS

The bid is issued in accordance with the following subject to the provisions of the General Conditions of Contract:

i. Section 217 of the Constitution,

ii. The PFMA and its Regulations in general,

iii. The Preferential Procurement Policy Framework Act (PPPFA) of 2000

iv. National Treasury guidelines, and

v. Revised PPPFA Regulations of 2017

The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions prevail.

(a) Bidder/s must ensure that they are fully aware of all the conditions contained in this bid document.

(b) Only bidders that fully meet the specifications and all conditions will be considered.

1. CONDITIONS OF BID

The bid is issued in accordance with the following conditions:

1.1 ACCEPTANCE OF A BID

1.1.1 The Department of Health Bid Adjudication Committee is under no obligation to accept any bid.

1.1.2 The financial standing of a bidder and its ability to supply goods or render services may be examined before the bid is considered for acceptance.

1.2 CERTIFICATE OF COMPLIANCE

1.2.1 If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder.

1.2.2 Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.

1.2.3 The South African National Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that Laboratory, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent to carry out specific tasks. This organization can be contacted as follows: Tel: 012 3943760: Fax: 012 3940526.

1.2.4 Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or organization acting on its behalf.

1.2.5 Any specification/s and conformity testing will be for the account of the prospective bidder.

1.2.6 In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from the manufacturer, a letter from the manufacturer confirming firm supply arrangement(s) including lead times in this regard, must accompany the bid at closing date and time. If the bidder is the manufacturer, a letter confirming that the bidder is the manufacturer should accompany the bid at the closing date and time.

1.3 COMPLIANCE WITH SPECIFICATION

1.3.1 Offers must comply strictly with the specification.

1.3.2 Offers exceeding specification requirements will be deemed to comply with the specification.

1.3.3 The quality of services/ supply must not be less than what is specified.

1.4 LATE BIDS

1.4.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

1.5 MORE THAN ONE OFFER/ COUNTER OFFERS

1.5.1 Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.

1.5.2 Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.

1.5.3 Bidders are at liberty to bid for one, a number of items, or bid for all items. If a bidder is not bidding for all the items, the appropriate price page must reflect: 'nil quote'.

1.6 ONLY ONE OFFER RECEIVED

1.6.1 Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:

(i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;

(ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and

(iii) In all cases, comparison with previous bid prices where these are available.

1.7. AWARD OF BID (S)

1.7.1. The Department of Health Bid Adjudication Committee reserves the right to award the bid to more than one bidder, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid. Bidders must ensure that they quote as per the price page failing which they will be disqualified.

1.7.2. Notification of the intention to award the bid shall be in the same media that the bid was advertised.

1.7.3. In terms of Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an accounting officer may appeal to the Bid Appeals Tribunal in the prescribed manner"

1.7.4. After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by both parties.

1.8. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

1.8.1. A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.

1.8.2. Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

NB.: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIER DATABASE, THE BIDDER WILL BE DISQUALIFIED.

1.9. TAX COMPLIANCE REQUIREMENTS

1.9.1. Bidders must ensure compliance with their tax obligations.

1.9.2. No award may be made to any bidder who is not tax compliant either on the Central Supplier Database or SARS eFiling system at the time of finalisation of the award of the bid. The Onus is on the bidder to ensure that their tax affairs are in order and is valid on the CSD.

1.10. TRUST, CONSORTIUM OR JOINT VENTURE

1.10.1. In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.

1.10.2. A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.

1.10.3. The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes.

1.10.4. Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.

1.10.5. The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

1.10.6. The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be affected.

1.10.7. No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.

1.10.8. For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

1.11. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

1.11.1. The validity (binding) period for the bid will be **120 days** from close of bid.

2. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same

terms and conditions as originally offered for by bidders? This request will be done before the expiry of the original validity (binding) period.

SPECIAL CONDITIONS OF CONTRACT

2.1 CHANGE OF ADDRESS

2.2.1 Bidders must advise the Department of Health's Central Supply Chain Management Unit, Contract Administration Section, should their ownership and/or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

2.2 DELIVERY AND PACKAGING

2.2.1 Basis of delivery: Delivery of respiratory aids must be made in accordance with the instructions appearing on the official order form (various institutions).

2.2.2 All deliveries must take place from Monday to Friday between 08h00 and 14h00.

2.2.3 In emergency cases, the Department of Health reserves the right to request the successful bidder/s to effect deliveries at any given time including Saturdays, Sundays and public holidays.

2.2.4 Random inspection and sampling of items will be conducted upon delivery to verify quantity and compare the item against the contract sample and any other quality accreditation that is prescribed.

2.2.5 It is the contractor's responsibility to off load the delivery vehicle.

2.2.6 Order details must be presented upon delivery on delivery notes.

2.2.7 The following information must appear on the outer packaging of the carton/box:

(a) Name of the manufacturer/supplier
(b) Description of item
(c) Date of manufacture

2.3 DELIVERY CONDITIONS

2.3.1 Delivery of products must be made in accordance with the instructions appearing on the official order form.

2.3.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against the delivery that has been affected.

2.3.3 In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.

2.3.4 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.

2.3.5 All invoices must be submitted in the original.

2.3.6 Deliveries not complying with the order form will be returned to the contractor at the contractor's expense.

2.3.7 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of Contract Management at Central Supply Chain Management, Department of Health.

2.4 ENTERING OF HOSPITAL/CLINIC STORES

2.4.1 No representative from a company shall be permitted to enter the hospital/clinic premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering the hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Head of the Institution.

2.5 EQUAL BIDS

2.5.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.

2.5.2 If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality.

2.5.3 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

2.6 FIRM PRICES AND ESCALATIONS

2.6.1 This bid requires that all bid prices offered are firm for the three years of the contract. If a non-firm price is offered, the bidder shall be disqualified for not complying with the conditions of the bid.

2.6.2 In respect of rates of exchange, it is mandatory that bidders take forward cover upon award of the contract, for the contract period, with a recognized Financial Institution. Proof of this forward cover must be submitted to the contract management unit upon signing of the contract. Therefore, a price adjustment in respect of a rate of exchange claim will not be considered.

2.7 STATEMENT OF SUPPLIES AND SERVICES

2.7.1 The contractor shall, monthly, furnish particulars of supplies delivered or services executed. Such information must be submitted to the Department of Health Supply Chain Management, Contract Management as follows:

(i) Name of institution.
(ii) Orders received – order number & catalogue number & quantity delivered.
(iii) Price.

2.7.2 Historical value and volume reports may be requested by the Department of Health, Supply Chain Management, during the term of the contract for the following:

a) SUPPLIER MEASURES

- Delivery period adherence
- Quality adherence

2.7.3 This information will be submitted at the expense of the contractor.

2.8 INSPECTION FOR QUALITY

2.8.1 All deliveries to authorised participants will be subjected to a visual examination and scrutiny by the relevant participants, and/or inspection for quality by Provincial Quality Control Laboratories in the Republic of South

Africa, and/or inspection for quality by an accredited South African National Accreditation Section (SANAS) testing agency.

2.8.2 In the event of products tested, the contractor will bear the cost of any item failing to meet the relevant standard.

2.9 INVOICES AND PAYMENTS

2.9.1 All invoices submitted by the Contractor must be Tax Invoices indicating item description, catalogue number, quantity ordered and quantity delivered, unit price, total price, the amount of tax charged and the total invoice amount.

2.9.2 A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:

(a) The name, address and registration number of the supplier;
(b) The name and address of the recipient;
(c) An individual serialized number and the date upon which the tax invoice is issued;
(d) A description of the goods or services supplied;
(e) The quantity or volume of the goods or services supplied
(f) The value of the supply, the amount of tax charged and the consideration for the supply; or
(g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

2.9.3 A contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered.

2.9.4 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.

2.9.5 Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:

(i) Contact must be made with the officer-in-charge of stores;

(ii) If there is no response from stores, the finance manager of the institution must be contacted.

2.10 IRREGULARITIES

2.10.1 Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

2.11 PERIOD OF CONTRACT

2.11.1 Three-year contract.

2.12 QUALITY CONTROL TESTING OF PRODUCTS

2.12.1 If it is discovered that the product supplied is not in accordance with the specification the following will occur:

(i) Testing charges will be for the account of the principal contractor;

(ii) Possible cancellation of the contract with the principal contractor;

(iii) Reporting such negligence by the principal contractor to the provincial and national treasury for listing on the Restricted Suppliers' Database.

2.13 RATE OF EXCHANGE

2.13.1 All bids involving imported products must use the rate of exchange that was applicable 14 days prior to the closing date indicated in the bid document. If this day falls on a weekend or public holiday, the next working day must be used.

2.13.2 Bidders must submit documentary proof (in the form of a certified copy) from their bank or any recognized legal financial Institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above. Information can be sourced from the internet from a financial Institution website.

2.13.3 The Department of Health reserves the right to renegotiate the price should there be a reduction of the price in the market.

2.13.4 This clause must be read in conjunction with paragraphs 2.6.1 and 2.6.2

2.14 SAMPLES

2.14.1 Samples will not be accepted with the closing of the bid document.

2.14.2 A sample meeting will be arranged with selected companies whereby the companies will be invited to forward their samples on a specified date and time.

2.14.3 Samples must be made available for the sample meeting, failure to provide a sample will reject their bid offer.

2.14.4 Samples shall be supplied by the bidder at his/her own cost/risk. Samples must be packaged as per the specification. Failure to do so will render the bid invalid.

2.14.5 Representative samples will not be accepted.

2.14.6 The Department reserves the right not to return such samples and to dispose of them at its discretion.

2.14.7 Samples must be clearly marked: Item number:

- Brand Name
- Name of the Company
- Bid number
- Name of the manufacturer/supplier
- Description of item
- Date of manufacture

2.14.8 The award of this bid will be based on the sample submitted from a manufacturer based on a letter of undertaking, which is compliant to specification. If, during the contract, the awarded supplier wishes to change the item being supplied, the service provider shall apply to the Department in writing, giving reasons why they want to change the product being supplied, which the Department shall consider. This process will be subject to the sample being submitted to the technical committee for evaluation and if in order, to the adjudication committee for approval. This will be done via the contract management unit of the Department. If there is a change in the product being supplied, and no prior approval has been granted, the Department reserves its right to cancel the contract.

N.B Failure to clearly mark the samples submitted shall result in the samples not being evaluated and eliminated from further consideration.

2.15 UNSATISFACTORY PERFORMANCE

2.15.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(i) The institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the institution will:

(a) Take necessary action in terms of its delegated powers.

(ii) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

2.16 PREFERENCES

2.16.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Department may, at its own right:

i. Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the Contract; and/or

ii. Cancel the contract and claim any damages which the Department may suffer by having to make less favourable arrangements after such cancellation.

iii. The Department may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

2.17 RESTRICTION OF BIDDING

The Accounting Officer or his/her delegate must:

a) Notify the supplier and any other person of the intention to restrict it doing business with KZN-DoH by registered mail. The letter of restriction must provide for:

- ✓ The grounds for restriction;
- ✓ The period of restriction which must not exceed 10 years;
- ✓ A period of 14 calendar days for the supplier to provide reasons why the restriction should not be imposed.

b) The Accounting Officer his/her delegate:

- ✓ May regard the intended penalty as not objected to and may impose such penalty on the supplier, should the supplier fail to respond within the 14 days; and
- ✓ Must assess the reasons provided by the supplier and take the final decision.

c) If the penalty is imposed, the Accounting Officer must inform National Treasury of the restriction within 7 calendar days and must furnish the following information:

- ✓ The name and address of the entity/ person to be restricted;
- ✓ The identity number of individuals and the registration number of the entity; and

- ✓ The period of restriction.

d) National Treasury will load the details on the Database of Prohibited Vendors.

e) The restriction period applicable will be based on the value of award/s made to the supplier over a financial year. The table below illustrates the restriction period that will be applicable per the award threshold:

2.18 CONTRACTOR'S LIABILITY

2.18.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.

2.18.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

2.19 DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR

2.19.1 The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Department forthwith.

2.19.2 The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Department may require.

2.20 RIGHTS TO PROCURE OUTSIDE THE CONTRACT

2.20.1 The Department reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of State or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

2.20.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Department or local authority.

2.21 USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

2.21.1 The Contractor shall not, without the Department'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 Department in connection therewith, to any person other than a person employed by the Contractor 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.

2.21.2 The Contractor shall not, without the Department's prior written consent, make use of any document or information mentioned in GCC clause 2.21.1 except for purposes of performing the contract.

2.21.3 Any document, other than the contract itself mentioned in GCC clause (2.21.1) shall remain the property of the Department and shall be returned (all copies) to the Department on completion of the Contractor's performance under the contract of so required by the Department.

2.21.4 The Contractor shall permit the Department to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Department, if so required by the Department.

SECTION M: PRICING SCHEDULE: refer to specification schedule for item description

Name of bidder…….....	Bid number: **ZNB 6685/1/2021-H**
Closing Time 11:00	Closing Date: **04 MAY2021**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: **ZNB 6685/1/2021-H: THE SUPPLY AND DELIVERY OF RESPIRATORY AIDS: NON INVASIVE OXYGEN DELIVERY DEVICES FOR VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS**

1.	**ZNB 6685/1/ 2021-H**		**NASAL CANNULA** : **BOX OF 100**			
	ITEM No.	DESCRIPTION	Unit Price Year 1 (incl. VAT)	Unit Price Year 2 (incl. VAT)	Unit Price Year 3 (incl. VAT)	Sub-Total Price (incl. VAT)
	30 300 03	Nasal Cannula for oxygen delivery. For use in **infants**				
	30 300 04	Nasal Cannula for oxygen delivery. **Paediatric/ Child**				
			Total price (incl. of taxes) To be used for evaluation			

AMOUNT IN WORDS.....

NB: The Sub Total price is the unit price (as per specification packaging) for year 1 + year 2 + Year 3

The annual unit price will be the applicable (contractual) price per year per item.

Bidders must bid as per the price page failing which they will be disqualified.

Required by: KZN DEPARTMENT OF HEALTH

-At: **VARIOUS INSTITUTIONS**

Country of origin …….

Brand ……..

Delivery period (on order) ……

Failure to comply with the above shall invalidate the offer received.

Note: All delivery costs must be included in the bid price, for delivery at prescribed destination.

……	……..	……	……
(Signature of Bidder)	Date	(Signature of Witness)	Date

SECTION M: PRICING SCHEDULE: refer to specification schedule for item description

Name of bidder…….....	Bid number: **ZNB 6685/1/2021-H**
Closing Time 11:00	Closing Date: **04 MAY2021**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: **ZNB 6685/1/2021-H: THE SUPPLY AND DELIVERY OF RESPIRATORY AIDS: NON INVASIVE OXYGEN DELIVERY DEVICES FOR VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS**

2.	**ZNB 6685/1/ 2021-H**		**VENTURI PRODUCTS: (as per specification)**			
	ITEM No.	DESCRIPTION	Unit Price Year 1 (incl. VAT)	Unit Price Year 2 (incl. VAT)	Unit Price Year 3 (incl. VAT)	Sub-Total Price (incl. VAT)
	30 300 17	Venturi Oxygen Regulating pack of 4 concentrations – **28%, 35%, 40%, 60%** Per set of 4				
	30 300 19	Venturi Oxygen Mask **Adjustable %** - Adult Box of **50**				
	30 300 21	Venturi Oxygen T-piece **28%** Box of **50**				
			Total price (incl. of taxes) To be used for evaluation			

AMOUNT IN WORDS.....

NB: The Sub Total price is the unit price (as per specification packaging) for year 1 + year 2 + Year 3

The annual unit price will be the applicable (contractual) price per year per item.

Bidders must bid as per the price page failing which they will be disqualified.

Required by: KZN DEPARTMENT OF HEALTH

-At: **VARIOUS INSTITUTIONS**

Country of origin ……

Brand ……..

Delivery period (on order) ……

Failure to comply with the above shall invalidate the offer received.

Note: All delivery costs must be included in the bid price, for delivery at prescribed destination.

……	……..	……	……
(Signature of Bidder)	Date	(Signature of Witness)	Date

SECTION M: PRICING SCHEDULE: refer to specification schedule for item description

Name of bidder…….....	Bid number: **ZNB 6685/1/2021-H**
Closing Time 11:00	Closing Date: **04 MAY2021**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: **ZNB 6685/1/2021-H: THE SUPPLY AND DELIVERY OF RESPIRATORY AIDS: NON INVASIVE OXYGEN DELIVERY DEVICES FOR VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS**

3.	**ZNB 6685/1/ 2021-H**		**NON REBREATHING MASKS: BOX OF 50**			
	ITEM No.	DESCRIPTION	Unit Price Year 1 (incl. VAT)	Unit Price Year 2 (incl. VAT)	Unit Price Year 3 (incl. VAT)	Sub-Total Price (incl. VAT)
	30 300 27	Non-rebreathing **Oxygen Mask with** safety **features -**Child				
	30 300 28	Non-rebreathing **Oxygen Mask with** safety **features -**Adult				
			Total price (incl. of taxes) To be used for evaluation			

AMOUNT IN WORDS.....

NB: The Sub Total price is the unit price (as per specification packaging) for year 1 + year 2 + Year 3

The annual unit price will be the applicable (contractual) price per year per item.

Bidders must bid as per the price page failing which they will be disqualified.

Required by: KZN DEPARTMENT OF HEALTH

-At: **VARIOUS INSTITUTIONS**

Country of origin ……..

Brand ……..

Delivery period (on order) ……

Failure to comply with the above shall invalidate the offer received.

Note: All delivery costs must be included in the bid price, for delivery at prescribed destination.

……	……..	……	……
(Signature of Bidder)	Date	(Signature of Witness)	Date

SECTION M: PRICING SCHEDULE: refer to specification schedule for item description

Name of bidder…….....	Bid number: **ZNB 6685/1/2021-H**
Closing Time 11:00	Closing Date: **04 MAY2021**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: **ZNB 6685/1/2021-H: THE SUPPLY AND DELIVERY OF RESPIRATORY AIDS: NON INVASIVE OXYGEN DELIVERY DEVICES FOR VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS**

4.	**ZNB 6685/1/ 2021-H**		**NEBULISER SETS: BOX OF 50**			
	ITEM No.	DESCRIPTION	Unit Price Year 1 (incl. VAT)	Unit Price Year 2 (incl. VAT)	Unit Price Year 3 (incl. VAT)	Sub-Total Price (incl. VAT)
	30 300 31	Infant nebuliser set **consisting of an infant mask, medication chamber and oxygen tubing and** swivel connector				
	30 300 33	**Child nebuliser set** consisting of a child mask, medication chamber and oxygen tubing and swivel connector				
	30 300 35	**Adult nebuliser set** consisting of an adult mask, medication chamber and oxygen tubing and swivel connector				
			Total price (incl. of taxes) To be used for evaluation			

AMOUNT IN WORDS.....

NB: The Sub Total price is the unit price (as per specification packaging) for year 1 + year 2 + Year 3

The annual unit price will be the applicable (contractual) price per year per item.

Bidders must bid as per the price page failing which they will be disqualified.

Required by: KZN DEPARTMENT OF HEALTH

-At: **VARIOUS INSTITUTIONS**

Country of origin …….

Brand ……..

Delivery period (on order) ……

Failure to comply with the above shall invalidate the offer received.

Note: All delivery costs must be included in the bid price, for delivery at prescribed destination.

……	……..	……	……
(Signature of Bidder)	Date	(Signature of Witness)	Date

SECTION M: PRICING SCHEDULE: refer to specification schedule for item description

Name of bidder…….....	Bid number: **ZNB 6685/1/2021-H**
Closing Time 11:00	Closing Date: **04 MAY2021**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: **ZNB 6685/1/2021-H: THE SUPPLY AND DELIVERY OF RESPIRATORY AIDS: NON INVASIVE OXYGEN DELIVERY DEVICES FOR VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS**

5.	**ZNB 6685/1/ 2021-H**		**OPA's: BOX OF 10**			
	ITEM No.	DESCRIPTION	Unit Price Year 1 (incl. VAT)	Unit Price Year 2 (incl. VAT)	Unit Price Year 3 (incl. VAT)	Sub-Total Price (incl. VAT)
	30 300 42	Oropharyngeal airway (guedels) **60 mm**				
	30 300 48	Oropharyngeal airway (guedels) **110 mm**				
			Total price (incl. of taxes) To be used for evaluation			

AMOUNT IN WORDS.....

NB: The Sub Total price is the unit price (as per specification packaging) for year 1 + year 2 + Year 3

The annual unit price will be the applicable (contractual) price per year per item.

Bidders must bid as per the price page failing which they will be disqualified.

Required by: KZN DEPARTMENT OF HEALTH

-At: **VARIOUS INSTITUTIONS**

Country of origin ……..

Brand ……..

Delivery period (on order) ……

Failure to comply with the above shall invalidate the offer received.

Note: All delivery costs must be included in the bid price, for delivery at prescribed destination.

……	……..	……	……
(Signature of Bidder)	Date	(Signature of Witness)	Date

SECTION M: PRICING SCHEDULE: refer to specification schedule for item description

Name of bidder…….....	Bid number: **ZNB 6685/1/2021-H**
Closing Time 11:00	Closing Date: **04 MAY2021**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: **ZNB 6685/1/2021-H: THE SUPPLY AND DELIVERY OF RESPIRATORY AIDS: NON INVASIVE OXYGEN DELIVERY DEVICES FOR VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS**

6.	**ZNB 6685/1/ 2021-H**		**NPA's : BOX OF 10**			
	ITEM No.	DESCRIPTION	Unit Price Year 1 (incl. VAT)	Unit Price Year 2 (incl. VAT)	Unit Price Year 3 (incl. VAT)	Sub-Total Price (incl. VAT)
	30 300 50	Nasopharyngeal airway - Size **2.5 Length: 60 mm ±5 mm**				
	30 300 51	Nasopharyngeal airway - Size **3.0 Length: 70 mm ±5 mm**				
	30 300 52	Nasopharyngeal airway – Size **3.5 Length: 80 mm ±5 mm**				
			Total price (incl. of taxes) To be used for evaluation			

AMOUNT IN WORDS.....

NB: The Sub Total price is the unit price (as per specification packaging) for year 1 + year 2 + Year 3

The annual unit price will be the applicable (contractual) price per year per item.

Bidders must bid as per the price page failing which they will be disqualified.

Required by: KZN DEPARTMENT OF HEALTH

-At: **VARIOUS INSTITUTIONS**

Country of origin …….

Brand ……..

Delivery period (on order) ……

Failure to comply with the above shall invalidate the offer received.

Note: All delivery costs must be included in the bid price, for delivery at prescribed destination.

……	……..	……	……
(Signature of Bidder)	Date	(Signature of Witness)	Date

SECTION M: PRICING SCHEDULE: refer to specification schedule for item description

Name of bidder…….....	Bid number: **ZNB 6685/1/2021-H**
Closing Time 11:00	Closing Date: **04 MAY2021**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: **ZNB 6685/1/2021-H: THE SUPPLY AND DELIVERY OF RESPIRATORY AIDS: NON INVASIVE OXYGEN DELIVERY DEVICES FOR VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS**

7.	**ZNB 6685/1/ 2021-H**		**ANAESTHETIC MASKS: BOX OF 50**			
	ITEM No.	DESCRIPTION	Unit Price Year 1 (incl. VAT)	Unit Price Year 2 (incl. VAT)	Unit Price Year 3 (incl. VAT)	Sub-Total Price (incl. VAT)
	30 300 58	**Anaesthetic mask.** Round re-usable**.** For use in **premature babies**				
	30 300 59	**Anaesthetic mask.** Round re-usable.For use in **neonates**				
	30 300 63	**Anaesthetic mask.** Round single use**.** For use in **premature babies**				
	30 300 65	**Anaesthetic mask.** Round single use**.** For use in **small infants**				
	30 300 66	**Anaesthetic mask.** Round single use**. For use in** large infants				
	30 300 67	**Anaesthetic mask.** Round single use**. For use in** a child				
	30 300 68	**Anaesthetic mask.** Anatomically correct – re-usable. Infant small				
	30 300 69	**Anaesthetic mask.** Anatomically correct – re-usable.Infant large				
	30 300 70	**Anaesthetic mask.** Anatomically correct – re-usable. Child				
	30 300 73	**Anaesthetic mask.** Anatomically correct – re-usable. Adult large. Size 5				
	30 300 75	**Anaesthetic mask – cushioned.** Anatomically correct –single use.For use in an infant Size 0				
	30 300 78	**Anaesthetic mask – cushioned.** Anatomically correct –single use. Adult				

		small.				
	30 300 81	**Anaesthetic mask – cushioned.** Anatomically correct –single use. Adult X-large.				
					Total price (incl. of taxes) To be used for evaluation	

AMOUNT IN WORDS.....

NB: The Sub Total price is the unit price (as per specification packaging) for year 1 + year 2 + Year 3

The annual unit price will be the applicable (contractual) price per year per item.

Bidders must bid as per the price page failing which they will be disqualified.

Required by: KZN DEPARTMENT OF HEALTH

-At: **VARIOUS INSTITUTIONS**

Country of origin …….

Brand ……..

Delivery period (on order) ……

Failure to comply with the above shall invalidate the offer received.

Note: All delivery costs must be included in the bid price, for delivery at prescribed destination.

…… …….. …… ……
(Signature of Bidder) Date (Signature of Witness) Date

SECTION M: PRICING SCHEDULE: refer to specification schedule for item description

Name of bidder…….....	Bid number: **ZNB 6685/1/2021-H**
Closing Time 11:00	Closing Date: **04 MAY2021**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: **ZNB 6685/1/2021-H: THE SUPPLY AND DELIVERY OF RESPIRATORY AIDS: NON INVASIVE OXYGEN DELIVERY DEVICES FOR VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS**

8.	**ZNB 6685/1/ 2021-H**		**RESUSCITATION BAGS: PER UNIT**			
	ITEM No.	DESCRIPTION	Unit Price Year 1 (incl. VAT)	Unit Price Year 2 (incl. VAT)	Unit Price Year 3 (incl. VAT)	Sub-Total Price (incl. VAT)
	30 500 42	Bag valve mask resuscitation bag.**Paediatric**				
	30 500 43	Bag valve mask resuscitation bag with **PEEP** valve. **Paediatric**				
	30 500 44	Bag valve mask resuscitation bag. **Adult**				
	30 500 45	Bag valve mask resuscitation bag with **PEEP** valve .**Adult**				
					Total price (incl. of taxes) To be used for evaluation	

AMOUNT IN WORDS.....

NB: The Sub Total price is the unit price (as per specification packaging) for year 1 + year 2 + Year 3

The annual unit price will be the applicable (contractual) price per year per item.

Bidders must bid as per the price page failing which they will be disqualified.

Required by: KZN DEPARTMENT OF HEALTH

-At: **VARIOUS INSTITUTIONS**

Country of origin …….

Brand ……..

Delivery period (on order) ……

Failure to comply with the above shall invalidate the offer received.

Note: All delivery costs must be included in the bid price, for delivery at prescribed destination.

……	……..	……	……
(Signature of Bidder)	Date	(Signature of Witness)	Date

SECTION N: SPECIFICATION FOR ZNB 6685/1/2021-H: THE SUPPLY AND DELIVERY OF RESPIRATORY AIDS: NON INVASIVE OXYGEN DELIVERY DEVICES FOR VARIOUS INSTITUTIONS FOR A PERIOD OF 3 YEARS

LIST OF ITEMS

NUMBERING	CATEGORY	CATALOGUE NUMBER	PACKAGING	DESCRIPTION
1.	**NASAL CANNULA**	30 300 03	Box of **100**	Nasal Cannula for oxygen delivery. For use in **infants**
2.		30 300 04	Box of **100**	Nasal Cannula for oxygen delivery. **Paediatric/ Child**
3.	**VENTURI PRODUCTS:**	30 300 17	Per set of **4**	Venturi Oxygen Regulating pack of 4 concentrations – **28%, 35%, 40%, 60%**
4.		30 300 19	Box of **50**	Venturi Oxygen Mask **Adjustable %** - Adult
5.		30 300 21	Box of **50**	Venturi Oxygen T-piece **28%**
6.	**NON REBREATHING MASKS**	30 300 27	Box of **50**	Non-rebreathing **Oxygen Mask with** safety **features -**Child
7.		30 300 28	Box of **50**	Non-rebreathing **Oxygen Mask with** safety **features -**Adult
8.	**NEBULISER SETS**	30 300 31	Box of **50**	Infant nebuliser set **consisting of an infant mask, medication chamber and oxygen tubing and** swivel connector
9.		30 300 33	Box of **50**	**Child nebuliser set** consisting of a child mask, medication chamber and oxygen tubing and swivel connector
10.		30 300 35	Box of **50**	**Adult nebuliser set** consisting of an adult mask, medication chamber and oxygen tubing and swivel connector
11.	**OPA's**	30 300 42	Box of **10**	Oropharyngeal airway (guedels) **60 mm**
12.		30 300 48	Box of **10**	Oropharyngeal airway (guedels) **110 mm**
13.	**NPA's**	30 300 50	Box of **10**	Nasopharyngeal airway - Size **2.5 Length: 60 mm ±5 mm**
14.		30 300 51	Box of **10**	Nasopharyngeal airway - Size **3.0 Length: 70 mm ±5 mm**
15.		30 300 52	Box of **10**	Nasopharyngeal airway – Size **3.5 Length: 80 mm ±5 mm**
16.	**ANAESTHETIC MASKS**	30 300 58	Box of **50**	**Anaesthetic mask.** Round re-usable**.** For use in **premature babies**
17.		30 300 59	Box of **50**	**Anaesthetic mask.** Round re-usable.For use in **neonates**

18.		30 300 63	Box of **50**	**Anaesthetic mask.** Round single use**.** For use in **premature babies**
19.		30 300 65	Box of **50**	**Anaesthetic mask.** Round single use**.** For use in **small infants**
20.		30 300 66	Box of **50**	**Anaesthetic mask.** Round single use**. For use in** large infants
21.		30 300 67	Box of **50**	**Anaesthetic mask.** Round single use**. For use in** a child
22.		30 300 68	Box of **50**	**Anaesthetic mask.** Anatomically correct – re-usable. Infant small
23.		30 300 69	Box of **50**	**Anaesthetic mask.** Anatomically correct – re-usable.Infant large
24.		30 300 70	Box of **50**	**Anaesthetic mask.** Anatomically correct – re-usable. Child
25.		30 300 73	Box of **50**	**Anaesthetic mask.** Anatomically correct – re-usable. Adult large. Size 5
26.		30 300 75	Box of **50**	**Anaesthetic mask – cushioned.** Anatomically correct –single use.For use in an infant Size 0
27.		30 300 78	Box of **50**	**Anaesthetic mask – cushioned.** Anatomically correct –single use. Adult small.
28.		30 300 81	Box of **50**	**Anaesthetic mask – cushioned.** Anatomically correct –single use. Adult X-large.
29.	**RESUSCITATION BAGS**	30 500 42	Per **unit**	Bag valve mask resuscitation bag.**Paediatric**
30.		30 500 43	Per **unit**	Bag valve mask resuscitation bag with **PEEP** valve. **Paediatric**
31.		30 500 44	Per **unit**	Bag valve mask resuscitation bag. **Adult**
32.		30 500 45	Per **unit**	Bag valve mask resuscitation bag with**PEEP**valve.**Adult**

Specifications:

NASAL CANNULA – COLLECTIVE REQUIREMENTS
Consists of: Clear or colour tinted PVC non-crush and non-kinking tubing at least **2** m long Over-the-ear style with under-chin toggle or sleeve. Nasal cannula tips must be soft, anatomically shaped (curved) and tapered at the ends Any portion of the cannula which comes in contact with facial skin must be soft and uniformly contoured with no protruding edges or ridges or flaps All components must be latex free, clinically clean and individually packed in peel pouch that is easy to open For single use only The following must be noted on the packaging: ● Trade name ● Size and specification ● Packaged in Boxes of **100**

ITEM:	DESCRIPTION:
30 300 03	Nasal Cannula for oxygen delivery. **Infant** **Purpose:** For low flow nasal oxygen delivery in a spontaneously breathing patient Size: **Infant** Prong diameter: **4 mm** Prong length: **10 mm** Distance between medial surfaces of the prongs: **7 mm** See **NASAL CANNULA** – COLLECTIVE REQUIREMENTS

ITEM:	DESCRIPTION:
30 300 04	Nasal Cannula for oxygen delivery. **Paediatric/ Child** **Purpose:** For low flow nasal oxygen delivery in a spontaneously breathing patient Size: **Paediatric/ Child** Distance between medial surfaces of the prongs: **10 mm** See **NASAL CANNULA** – COLLECTIVE REQUIREMENTS

VENTURI OXYGEN MASK – COLLECTIVE REQUIREMENTS
Consist of: A modular design correctly sized **mask** shaped to fit over the patient's nose and mouth with - A secure retaining strap - A malleable nose plate - 2 exhalation holes in the side of the mask Flexible corrugated **tube** - length **10 – 15** cm Kink resistant **delivery tubing** - > **2** m Colour coded **Venturi device** - Oxygen concentration % and required flow rate must be moulded or clearly indicated on the device The components must be securely attached to each other and not separate accidentally in normal use. Manufactured from latex free medical grade plastic Individually packed, easy to open without tubing getting tangled, clinically clean Single use The following must be noted on the packaging: • Trade name • Size and specification • Expiry date Per box of **100**

ITEM:	DESCRIPTION:
30 300 17	Venturi Oxygen Regulating pack of 4 concentrations – **28%, 35%, 40%, 60%** **Purpose:** For connection to a mask for delivery of oxygen and entrained room air to a spontaneously breathing patient. Size: Pack of 4 – 28%, 35%, 40% and 60% Each venturi to be of a modular design and to consist of flexible corrugated tube length **10 – 15** cm with Distal end to be attached to a venturi device Oxygen concentration % and required flow rate must be moulded on the colour coded venturi. Components must be securely attached to each other and not separate accidentally in normal use. Manufactured from medical grade plastic Latex free Set of four items packed together , Clinically clean The following must be noted on the packaging:

	• Manufacturing site • Expiry date Per set of 4

VENTURI OXYGEN MASK - Adjustable – COLLECTIVE REQUIREMENTS

Consist of:
A modular design correctly sized **mask** shaped to fit over the patient's nose and mouth with

- A secure retaining strap
- A malleable nose plate
- 2 exhalation holes in the side of the mask

Flexible corrugated **tube**

- length **10 – 15** cm
- proximal end suitable to securely fit a standard **Paediatric** or **Adult** mask

Kink resistant **delivery tubing**

- > **2** m

Adjustable dial on **venturi** device

- Must allow for variable % of oxygen to be delivered.
- Oxygen concentration % and required flow rate must be moulded or clearly indicated on the device

The components must be securely attached to each other and not separate accidentally in normal use.
Manufactured from latex free medical grade plastic

Individually packed, easy to open without tubing getting tangled, clinically clean
Single use

The following must be noted on the packaging:

- Trade name
- Size and specification
- Expiry date

Per Unit

ITEM:	DESCRIPTION:
30 300 19	Venturi Oxygen Mask **Adjustable %** - **Adult** **Purpose:** Delivery of oxygen and entrained room air to a spontaneously breathing patient. Size: Adult Adjustable % Range: **25% - 50%** See **VENTURI OXYGEN MASK - Adjustable** – COLLECTIVE REQUIREMENTS

VENTURI T-PIECE – COLLECTIVE REQUIREMENTS

Consist of:
A modular design consisting of a **T-piece connector**.

- Base of 'T' must fit a standard **15** mm connector.

- Side limbs of 'T' must be connected to a **venturi** device via flexible corrugated **tube**

Flexible corrugated **tube**

- length **10 – 15** cm

Colour coded **Venturi device**

- Oxygen concentration % and required flow rate must be moulded or clearly indicated on the device

The components must be securely attached to each other and not separate accidentally in normal use.
Manufactured from latex free medical grade plastic

The components must be securely attached to each other and not separate accidentally in normal use.
Manufactured from latex free medical grade plastic

Individually packed, easy to open without tubing getting tangled, clinically clean
Single use

The following must be noted on the packaging:

- Trade name
- Size and specification
- Expiry date

Per Unit

ITEM:	DESCRIPTION:
30 300 21	Venturi Oxygen **T-piece 28%** **Purpose:** Delivery of oxygen and entrained room air to a spontaneously breathing patient via an Endotracheal tube or tracheostomy Concentration: **28%** Colour coded venturi: **Yellow** See **VENTURI T-PIECE** – COLLECTIVE REQUIREMENTS

NON-REBREATHING OXYGEN MASK OXYGEN MASK With Safety Features– COLLECTIVE REQUIREMENTS
Consist of: A modular design correctly sized **mask** shaped to fit over the patient's nose and mouth with - A secure retaining strap - A malleable nose plate - 2 exhalation holes in the side of the mask - **No valves** over the holes in the mask to allow inhalation of room air in case of oxygen failure - Reservoir bag attached to base of mask - One **one-way valve** located between the mask and the reservoir bag to prevent exhaled air from entering the reservoir bag Kink resistant **delivery tubing** - > **2** m Oxygen flow rate must be stated The components must be securely attached to each other and not separate accidentally in normal use. Manufactured from latex free medical grade plastic Individually packed, easy to open without tubing getting tangled, clinically clean Single use The following must be noted on the packaging: • Trade name • Size and specification • Expiry date Per Box of **50**

ITEM:	DESCRIPTION:
30 300 27	**Non-rebreathing** Oxygen Mask with **safety** features - **Paediatric** **Purpose:** Delivery of high concentrations of oxygen to a spontaneously breathing patient – safety feature in case of interruption of oxygen supply Size: **Paediatric** See **NON-REBREATHING OXYGEN MASK OXYGEN MASK With Safety Features**– COLLECTIVE REQUIREMENTS

ITEM:	DESCRIPTION:
30 300 28	**Non-rebreathing** Oxygen Mask with **safety** features - **Adult** **Purpose:** Delivery of high concentrations of oxygen to a spontaneously breathing patient – safety feature in case of interruption of oxygen supply Size: Adult See **NON-REBREATHING OXYGEN MASK OXYGEN MASK With Safety Features**– COLLECTIVE REQUIREMENTS

NEBULISER SET - COLLECTIVE REQUIREMENTS

Consists of a modular designed correctly sized **mask**:

- Shaped to fit over the patient's nose and mouth
- Must have a secure retaining strap and malleable nose plate
- Must have 2 exhalation holes in the side of the mask
- Must have 2 **one-way valves** present on the holes in the side of the mask to prevent entrainment of room air during inhalation

Jet nebuliser chamber

- Must have a capacity of > **5** and < **10** ml
- Must produce a particle size of **1-5** µ at an oxygen flow rate of **6 - 8** l/min
- Must not come apart from the tubing at oxygen flow rates of **8 litres** per minute
- The top must be easy to screw and unscrew and must provide a good seal

Kink resistant delivery **tubing**: > **2 m**

All components must be securely attached to each other and must not separate accidentally in normal use.
Manufactured from latex free, soft, medical grade PVC

All the parts must be provided in sterile packaging
For single use only

Following must be noted on the packaging:

- Trade name
- Size and specification
- Method of sterilization
- Manufacturing site
- CE number
- Lot number
- Date of manufacture
- Expiry date

Per Box of **50**

ITEM:	DESCRIPTION:
30 300 31	Infant **nebuliser set** consisting of an infant mask, medication chamber and oxygen tubing and **swivel connector** **Purpose:** To deliver a fine mist of droplets for inhalational therapy Size: **Infant** Must have **a swivel connector** that can rotate around 360° - to allow upright position of nebulising chamber in recumbent patients See **NEBULISER SET -** COLLECTIVE REQUIREMENTS

ITEM:	DESCRIPTION:
30 300 33	Infant **nebuliser set** consisting of an infant mask, medication chamber and oxygen tubing and **swivel connector** **Purpose:** To deliver a fine mist of droplets for inhalational therapy Size: **Child** Must have **a swivel connector** that can rotate around 360° - to allow upright position of nebulising chamber in recumbent patients See **NEBULISER SET -** COLLECTIVE REQUIREMENTS

ITEM:	DESCRIPTION:
30 300 35	Adult **nebuliser set** consisting of an infant mask, medication chamber and oxygen tubing and **swivel connector** **Purpose:** To deliver a fine mist of droplets for inhalational therapy Size: **Adult** Must have **a swivel connector** that can rotate around 360° - to allow upright position of nebulising chamber in recumbent patients See **NEBULISER SET -** COLLECTIVE REQUIREMENTS

OROPHARYNGEAL AIRWAY – COLLECTIVE REQUIREMENTS

Consists of:
Anatomically shaped EVA or PVC airway with an appropriate contour
Must have

- A flanged buccal end with the size clearly moulded onto the plastic
- A robust bite block to prevent occlusion, smooth rounded distal end to minimise tissue trauma
- A one-piece design or components that do not separate easily or could be an aspiration risk

All components must be latex free, clinically clean and individually packed in peel pouch that is easy to open
For single use only

Box of **10**

For safety and standardisation purposes, offers for items sized ISO 3.0 and/or 3.5 to ISO 6.0 will be considered as a set.
For safety and standardisation purposes, offers for items sized ISO 6.5 and/or 7.0 to ISO 12.0 will be considered as a set. and / or SAPHRA Certification

ITEM:	DESCRIPTION:
30 300 42	Oropharyngeal airway (guedels) **60 mm** **Purpose:** Used to maintain oral airway patency Size: **ISO 6** Length: **60 mm** See **OROPHARYNGEAL AIRWAY** – COLLECTIVE REQUIREMENTS

ITEM:	DESCRIPTION:
30 300 48	Oropharyngeal airway (guedels) **110** mm **Purpose:** Used to maintain oral airway patency Size: ISO 11 Length: **110** mm See **OROPHARYNGEAL AIRWAY** – COLLECTIVE REQUIREMENTS

NASOPHARYNGEAL AIRWAY – COLLECTIVE REQUIREMENTS

Consists of:
Anatomically shaped soft EVA or PVC airway with an appropriate contour
Must

- Have a flange or trumpeted nasal end to prevent dislodgement into nasal cavity
- A Soft atraumatic rounded tip
- A one-piece design or components that do not separate easily or could be an aspiration risk
- Be able to maintain a pharyngeal curvature without collapse of the lumen
- Accommodate an airway adaptor

All components must be latex free, clinically clean and individually packed in peel pouch that is easy to open
For single use only

For standardisation purposes of sizes, offers for items 2.5 to 8 will be considered as a set.

Box of **10**

ITEM:	DESCRIPTION:
30 300 50	Nasopharyngeal airway - Size **2.5** **Purpose:** Nasally placed airway management Size: 2.5 Length: **60** mm **±5** mm See **NASOPHARYNGEAL AIRWAY** – COLLECTIVE REQUIREMENTS

ITEM:	DESCRIPTION:
30 300 51	Nasopharyngeal airway - Size **3** **Purpose:** Nasally placed airway management Size: 3 Length: **70** mm **±5** mm See **NASOPHARYNGEAL AIRWAY** – COLLECTIVE REQUIREMENTS

ITEM:	DESCRIPTION:
30 300 52	Nasopharyngeal airway – Size **3.5** **Purpose:** Nasally placed airway management Size: 3.5 Length: **80** mm **±5** mm See **NASOPHARYNGEAL AIRWAY** – COLLECTIVE REQUIREMENTS

ROUND FACE MASK Reusable – COLLECTIVE REQUIREMENTS
Consist of a latex free, round, clear **silicone mask** - Must be malleable but non-collapsible - Must have a comfortable patient fit and user interface - Must create a good seal between the mask and patients' face - Must have a smooth surface without ridges - must not cause skin trauma - There must be a good fit between the mask connector and breathing circuit. - The size of the mask must be clearly indicated on the mask Clinically clean and individually packed Must be autoclavable **Must comply with** SANS 1866-1:2018 **or** equivalent and /or SAPHRA Certification The following must be noted on the packaging: • Trade name • Size and specification • Manufacturing site • CE number • Lot number • Expiry date Per Box of **50**

ITEM:	DESCRIPTION:
30 300 58	Anaesthetic mask. **Round re-usable**. For use in **premature** babies **Purpose:** Used during bag mask ventilation Size: **000** See **ROUND FACE MASK Reusable –** COLLECTIVE REQUIREMENTS

ITEM:	DESCRIPTION:
30 300 59	Anaesthetic mask. **Round re-usable.** For use in **neonates** **Purpose:** Used during bag mask ventilation Size: **00** See **ROUND FACE MASK Reusable –** COLLECTIVE REQUIREMENTS

ROUND FACE MASK Single Use – COLLECTIVE REQUIREMENTS
Consist of a latex free, round, clear **silicone mask** - Must be malleable but non-collapsible

- Must have a comfortable patient fit and user interface
- Must create a good seal between the mask and patients' face
- Must have a smooth surface without ridges - must not cause skin trauma
- There must be a good fit between the mask connector and breathing circuit.
- The size of the mask must be clearly indicated on the mask

Clinically clean and individually packed in easy to open packaging
Single use

Must comply with SANS 1866-1:2018 **or** equivalent and / or SAPHRA Certification

The following must be noted on the packaging:

- Trade name
- Size and specification
- Manufacturing site
- CE number
- Lot number
- Expiry date

Per Unit

ITEM:	DESCRIPTION:
30 300 63	Anaesthetic mask. **Round single use**. For use in **premature** babies **Purpose:** Used during bag mask ventilation Size: **000** See **ROUND FACE MASK Single Use –** COLLECTIVE REQUIREMENTS

ITEM:	DESCRIPTION:
30 300 65	Anaesthetic mask. **Round single use**. For use in **small infants** **Purpose:** Used during bag mask ventilation Size: **0** See **ROUND FACE MASK Single Use –** COLLECTIVE REQUIREMENTS

ITEM:	DESCRIPTION:
30 300 66	Anaesthetic mask. **Round single use**. For use in **large infants** **Purpose:** Used during bag mask ventilation Size: **1** See **ROUND FACE MASK Single Use –** COLLECTIVE REQUIREMENTS

ITEM:	DESCRIPTION:
30 300 67	Anaesthetic mask. **Round single use**. For use in a **child** **Purpose:** Used during bag mask ventilation **Size: 2** See **ROUND FACE MASK Single Use –** COLLECTIVE REQUIREMENTS

ANATOMICALLY CORRECT FACE MASK Reusable – COLLECTIVE REQUIREMENTS

Consist of a latex free, anatomically correct, clear **silicone mask**

- Must be malleable but non-collapsible
- Must have a comfortable patient fit and user interface
- Must be a single component design
- Must create a good seal between the mask and patients' face
- Must be atraumatic to the nasal bridge
- Must have a smooth surface without ridges - must not cause skin trauma
- There must be a good fit between the mask connector and breathing circuit.
- The size of the mask must clearly be indicated on the mask

Clinically clean and individually packed in easy to open packaging
Must be autoclavable

Must comply with SANS 1866-1:2018 **or** equivalent and / or SAPHRA Certification

The following must be noted on the packaging:

- Trade name
- Size and specification
- Manufacturing site
- CE number
- Lot number
- Expiry date

Per box of **50**

ITEM:	DESCRIPTION:
30 300 68	Anaesthetic mask. **Anatomically correct – re-usable. Infant small** **Purpose:** Used during bag mask ventilation Size: **0** See **ANATOMICALLY CORRECT FACE MASK Reusable –** COLLECTIVE REQUIREMENTS

ITEM:	DESCRIPTION:
30 300 69	Anaesthetic mask. **Anatomically correct – re-usable. Infant large** **Purpose:** Used during bag mask ventilation Size: **1** See **ANATOMICALLY CORRECT FACE MASK Reusable –** COLLECTIVE REQUIREMENTS

ITEM:	DESCRIPTION:
30 300 70	Anaesthetic mask. **Anatomically correct – re-usable. Child** **Purpose:** Used during bag mask ventilation Size: **2** See **ANATOMICALLY CORRECT FACE MASK Reusable –** COLLECTIVE REQUIREMENTS

ITEM:	DESCRIPTION:
30 300 73	Anaesthetic mask. **Anatomically correct – re-usable. Adult large.** **Purpose:** Used during bag mask ventilation Size: **5** See **ANATOMICALLY CORRECT FACE MASK Reusable –** COLLECTIVE REQUIREMENTS

ANATOMICALLY CORRECT CUSHIONED FACE MASK Single use – COLLECTIVE REQUIREMENTS

Consist of a latex free **soft inflatable cushion** that is connected to a **harder shell**

- The soft profiled facial cushion must be pre-inflated to **7- 10** mmHg with **valve** for air volume adjust
- Must create a good seal between the mask and patients' face without causing damaging facial pressure.
- Must be atraumatic to nasal bridge and must not cover the patient's eyes
- The harder shell must be easy to grip
- Must create a good seal between the mask and patients' face
- Must have a smooth surface without ridges - must not cause skin trauma
- There must be a good fit between the mask connector and breathing circuit.
- The size of the mask must clearly be indicated on the mask
- Must be transparent for optimum visual clarity and manufactured from soft malleable medical grade plastic

Clinically clean and individually packed in easy to open packaging
Single use

Must comply with SANS 1866-1:2018 **or** equivalent and / or SAPHRA Certification

The following must be noted on the packaging:

- Trade name
- Size and specification
- Manufacturing site
- CE number

- Lot number
- Expiry date

Per Box of **50**

ITEM:	DESCRIPTION:
30 300 75	Anaesthetic mask – **cushioned**. **Anatomically correct –single use.** For use in an **infant** **Purpose:** Used during bag mask ventilation Size: **0** See **ANATOMICALLY CORRECT CUSHIONED FACE MASK** Single use – COLLECTIVE REQUIREMENTS

ITEM:	DESCRIPTION:
30 300 78	Anaesthetic mask – cushioned. **Anatomically correct –single use. Adult small.** **Purpose:** Used during bag mask ventilation Size: **3** See **ANATOMICALLY CORRECT CUSHIONED FACE MASK** Single use – COLLECTIVE REQUIREMENTS

ITEM:	DESCRIPTION:
30 300 81	Anaesthetic mask – cushioned. **Anatomically correct –single use. Adult X-large.** **Purpose:** Used during bag mask ventilation Size: **6** See **ANATOMICALLY CORRECT CUSHIONED FACE MASK** Single use – COLLECTIVE REQUIREMENTS

Specifications for Bag valve mask resuscitation bags

ITEM:	DESCRIPTION:
30 500 42	Bag valve mask resuscitation bag. **Paediatric** **Purpose:** Used to provide positive pressure ventilation to a patient who is not breathing or who is breathing inadequately Size: **Paediatric** Patient size: **2.5kg – 20kg** Must comprise the following: **Ventilation bag:** Volume: **500** ml Manufactured from clear , robust silicone, autoclavable Self-inflating , fast recoil time, ergonomic grip, thin walled bag to allow for lung compliance assessment. **Oxygen reservoir bag:** Volume: **600** ml Manufactured from PVC, reusable **Intake / Reservoir valve** One-way valve situated between ventilation bag and reservoir bag that only allows one way flow into the ventilation bag: oxygen from reservoir bag and room air if FGF is inadequate. Must have a good connector for oxygen tubing **Oxygen tubing**: **>1** m **Patient valve** Situated between ventilation bag and mask Comprises lip valve (duck billed valve), expiratory valve to prevent entraining of room air, pressure release valve – **40** cmH_20 (must be printed on valve) Standard **connector 15** mm ID, **22** mm OD.

	Must be supplied with 2 round masks – size **0/1** and **2** ● Comfortable patient fit and user interface, malleable but non-collapsible. ● Smooth surface without ridges-must not cause skin trauma ● Able to create a good seal between the mask and patients' face ● Good fit between mask connector and breathing circuit All connections between components must be easily assembled and disassembled During normal use, connections must be tight and not leak. Must not disassemble during normal use Manufactured from clear silicone, PVC and medical grade plastic Latex free Autoclavable To pass clinical evaluation by two specialist anaesthesiologists/neonatologist in KZN prior to award of bid Per unit

ITEM:	DESCRIPTION:
30 500 43	Bag valve mask resuscitation bag with **PEEP** valve. **Paediatric** **Purpose:** Used to provide positive pressure ventilation to a patient who is not breathing or who is breathing inadequately Size: **Paediatric** Patient size: **2.5kg – 20kg** Must comprise the following: **Ventilation bag:** Volume: **500** ml Manufactured from clear , robust silicone, autoclavable Self-inflating, fast recoil time, ergonomic grip, thin walled bag to allow for lung compliance assessment. **Oxygen reservoir bag:** Volume: **600** ml Manufactured from PVC, reusable **Intake / Reservoir valve** One-way valve situated between ventilation bag and reservoir bag that only allows one way flow into the ventilation bag: oxygen from reservoir bag and room air if FGF is inadequate. Must have a good connector for oxygen tubing **Oxygen tubing**: >**1** m **Patient valve** Situated between ventilation bag and mask Comprises lip valve (duck billed valve), expiratory valve to prevent entraining of room air, pressure release valve – **40** cmH_20 (must be printed on valve) Standard **connector 15** mm ID, **22** mm OD. **Peep valve** adjustable to **10** mbar Must be supplied with 2 round masks – size **0/1** and **2** ● Comfortable patient fit and user interface, malleable but non-collapsible. ● Smooth surface without ridges-must not cause skin trauma ● Able to create a good seal between the mask and patients' face ● Good fit between mask connector and breathing circuit All connections between components must be easily assembled and disassembled During normal use, connections must be tight and not leak. Must not disassemble during normal use Manufactured from clear silicone, PVC and medical grade plastic Latex free Autoclavable To pass clinical evaluation by two specialist anaesthesiologists/neonatologist in KZN prior to award of bid Per unit

ITEM:	DESCRIPTION:
30 500 44	Bag valve mask resuscitation bag. **Adult** **Purpose:** Used to provide positive pressure ventilation to a patient who is not breathing or who is breathing inadequately Size: **Adult** Patient size: **>40** kg Must comprise the following: **Ventilation bag:** Volume: **1000- 1600** ml Manufactured from clear , robust silicone, autoclavable Self-inflating , fast recoil time, ergonomic grip, thin walled bag to allow for lung compliance assessment. **Oxygen reservoir bag:** Volume: **2600** ml Manufactured from PVC, reusable **Intake / Reservoir valve** One-way valve situated between ventilation bag and reservoir bag that only allows one way flow into the ventilation bag: oxygen from reservoir bag and room air if FGF is inadequate. Must have a good connector for oxygen tubing **Oxygen tubing**: **>1** m **Patient valve** Situated between ventilation bag and mask Comprises lip valve (duck billed valve), expiratory valve to prevent entraining of room air, pressure release valve – **60** cmH_20 (must be printed on valve) Standard **connector 15** mm ID, **22** mm OD. Must be supplied with 2 anatomically correct silicone masks – size **4** and **5** ● Comfortable patient fit and user interface, malleable but non-collapsible. ● Smooth surface without ridges-must not cause skin trauma ● Able to create a good seal between the mask and patients' face ● Good fit between mask connector and breathing circuit All connections between components must be easily assembled and disassembled During normal use, connections must be tight and not leak. Must not disassemble during normal use Manufactured from clear silicone, PVC and medical grade plastic Latex free Autoclavable Per unit

ITEM:	DESCRIPTION:
30 500 45	Bag valve mask resuscitation bag with **PEEP** valve. **Adult** **Purpose:** Used to provide positive pressure ventilation to a patient who is not breathing or who is breathing inadequately Size: **Adult** Patient size: **>40** kg Must comprise the following: **Ventilation bag:** Volume: **1000- 1600** ml Manufactured from clear , robust silicone, autoclavable Self-inflating , fast recoil time, ergonomic grip, thin walled bag to allow for lung compliance assessment. **Oxygen reservoir bag:** Volume: **2600** ml Manufactured from PVC, reusable **Intake / Reservoir valve** One-way valve situated between ventilation bag and reservoir bag that only allows one way flow into the ventilation bag: oxygen from reservoir bag and room air if FGF is inadequate. Must have a good connector for oxygen tubing **Oxygen tubing**: **>1** m **Patient valve** Situated between ventilation bag and mask Comprises lip valve (duck billed valve), expiratory valve to prevent entraining of room air, pressure release valve – **60** cmH_20 (must be printed on valve) Standard **connector 15** mm ID, **22** mm OD. **Peep valve** adjustable to **5-20** mbar Must be supplied with 2 anatomically correct silicone masks – size **4** and **5** ● Comfortable patient fit and user interface, malleable but non-collapsible. ● Smooth surface without ridges-must not cause skin trauma ● Able to create a good seal between the mask and patients' face ● Good fit between mask connector and breathing circuit All connections between components must be easily assembled and disassembled During normal use, connections must be tight and not leak. Must not disassemble during normal use Manufactured from clear silicone, PVC and medical grade plastic Latex free Autoclavable Per unit

SECTION O: EVALUATION CRITERIA

Evaluation will be based on the following:

- Phase 1: Minimum Compulsory Requirements
- Phase 2: Technical Evaluation
- Phase 3: Price and Preference Points

Phase 1: Minimum Compulsory Requirements

The Bidder shall complete and submit the following returnable schedules and documents:

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:						
1	Section A: Invitation to Bid	**Yes**	**Yes**			
2	Section B: Special Instructions	**Yes**	**Yes**			
3	Section C: Authority to Sign the Bid	**Yes**	**Yes**			
4	Section D: Declaration of Interest	**Yes**	**Yes**			
5	Section E: Declaration of Bidder's Past SCM Practices	**Yes**	**Yes**			
6	Section F: Declaration that CSD is Updated with Latest Bidder's Details	**Yes**	**Yes**			
7	Section G: Preference Points Claimed	**Yes**	**Yes**			
8	Section H: Certificate of Independent Bid Determination	**Yes**	**Yes**			
9	Section I: Record of Amendments to Bid Documents	**Yes**	**Yes**			
10	Section J: General Conditions of Contract	**Yes**	**Yes**			
11	Section K: Special Terms and Conditions	**Yes**	**Yes**			
12	Section L: Compulsory Briefing Session	**No**	**No**			
13	Section M: Pricing Schedule	**Yes**	**Yes**			
Prospective Bidders MUST provide the following as per the Mandatory Requirements:						
1	Copy of the Consortium/ Joint Venture/ Partnership agreement, if applicable	**Yes** **If Applicable**				
2	A Status Level Verification Certificate/Sworn Affidavit (For EMEs& QSEs) must be Submitted in order to qualify for Preference Points	**Yes**	**Yes**			
3	Relevant compliance certificates, applicable to each item	**Yes, if applicable**	**Yes, if applicable**			

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
4	Letter of undertaking if not the manufacturer of the Equipment	**Yes**	**Yes**			
5.	SAPHRA certification	**Yes, If applicable**	**If applicable**			

Phase 2: Technical Evaluation of Bid

The prospective bidder will be required to provide a sample for evaluation purposes as required in terms of clause 2.14 of the special terms and conditions of the bid. Samples per an item must be accompanied with it relevant Certification (SANS Certificate or equivalent). Offers must comply strictly with the specification. Offers exceeding specification requirements will be deemed to comply with the specification. The quality of services/ supply must not be less than what is specified.

Phase 3: Price and Preference Points

The evaluation of the price and preference will be done per category as per the pricing pages item and it is intended that this bid will be awarded as a multiple award bid. The total price for year 1-3 (VAT inclusive) per category shall be used for price and preference evaluation.

The following preference point systems are applicable to all bids:

- 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).

Points for this bid shall be awarded for:

(a) Price; and

(b) Status Level of Contributor.

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80 or 90
STATUS LEVEL OF CONTRIBUTOR	20 or 10
Total points for Price and must not exceed	**100**

Failure on the part of a bidder to submit proof of Status level of contributor together with the bid will be interpreted to mean that preference points for Status level of contribution are not claimed.

The department reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the department.