KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT NUMBER: ZNB 5531/2022-H

SUPPLY AND DELIVERY OF NEEDLES AND SYRINGES AND NEEDLES USED FOR REGIONAL ANAESTHESIA FOR VARIOUS INSTITUTIONS. PERIOD: 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: 23 June 2022

Time: 11: 00AM

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SECTION A: INVITATION TO BID (SBD 1)

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF HEALTH					
BID NUMBER:	**ZNB 5531/2022-H**	CLOSING DATE:	**23 June 2022**	CLOSING TIME:	**11: H 00 AM**
DESCRIPTION	**SUPPLY AND DELIVERY OF NEEDLES AND SYRINGES AND NEEDLES USED FOR REGIONAL ANAESTHESIA FOR VARIOUS INSTITUTIONS. PERIOD: 3 YEARS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MUST 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						
VAT REGISTRATION NUMBER						
	TCS PIN:		**OR**	CSD No:		
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:				
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	Ms N.Mahlaba	CONTACT PERSON	Dr Groenewald
TELEPHONE NUMBER	033 815 8386	TELEPHONE NUMBER	033 395 4200
E-MAIL ADDRESS	SCMDemandManagement@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).**
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.**
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: BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

……

……

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

2.3.1 If so, furnish particulars:

……

……

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

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 AND 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

SECTION E: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods,works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option beexercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such asinvestments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1. In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contractthat is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2. The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods,works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs1.1.(b) to 1.1. (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OFBIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5)together with the bid on the closing date and time.

3.2. In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), tocontact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3. The information required in paragraph 3.2 above must be sent to the Departmentof Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 3942401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1. Once the successful bidder (contractor) has made contact with and furnished theDTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;

b. the contractor and the DTI will sign the NIP obligation agreement;

c. the contractor will submit a performance guarantee to the DTI;

d. the contractor will submit a business concept for consideration and approval bythe DTI;

e. upon approval of the business concept by the DTI, the contractor will submitdetailed business plans outlining the business concepts;

f. the contractor will implement the business plans; and

g. the contractor will submit bi-annual progress reports on approved plans to theDTI.

4.2. The NIP obligation agreement is between the DTI and the successful bidder (contractor)and, therefore, does not involve the purchasing institution.

Bid number …….. Closing date:……

Name of bidder……

Postal address ……

……

Signature…….. Name (in print)……..…….……

Date……..

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: .....

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from **www.treasury.gov.za**

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections , tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to harm

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29.	**Governing language**	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30.	**Applicable law**	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31.	**Notices**	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
		31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32.	**Taxes and duties**	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
		32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
		32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33.	**National Industrial Participation (NIP) Programme**	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34	**Prohibition of Restrictive practices**	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
		34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
		34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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

…… ……

Signature **Date**

…….

Name of Bidder

SECTION H: SPECIAL CONDITIONS OF CONTRACT

1. CHANGE OF ADDRESS

1.1. 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. DELIVERY AND PACKAGING

2.1. Basis of delivery must be made in accordance with the instructions appearing on the official order form (**Various Institutions**).

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

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.

2.4. 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.

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

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

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

3. DELIVERY CONDITIONS

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

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.

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

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

3.5. All invoices must be submitted in the original.

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

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.

4. ENTERING OF HOSPITAL/CLINIC STORES

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.

5. FIRM PRICES AND ESCALATIONS

5.1. This bid requires that all bid prices offered are firm for the period of the contract, bidders must offer a firm price for year one, year two and year three respectively. If a non-firm price is offered, the bidder shall be disqualified for not complying with the conditions of the bid.

6. VALUE ADDED TAX (VAT)

6.1. All bid prices must be inclusive all applicable taxes, even if the bidder is not a vat vendor,

6.2. Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.

6.3. **VAT will not be included** after an award of the bid or during contract management period

7. STATEMENT OF SUPPLIES AND SERVICES

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.

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

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

8. INSPECTION FOR QUALITY

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.

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

9. INVOICES AND PAYMENTS

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.

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

(i) The name, address and registration number of the supplier;
(ii) The name and address of the recipient;
(iii) An individual serialized number and the date upon which the tax invoice is issued;
(iv) A description of the goods or services supplied;
(v) The quantity or volume of the goods or services supplied
(vi) The value of the supply, the amount of tax charged and the consideration for the supply; or

(vii) 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.

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

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.

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.

10. IRREGULARITIES

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.

11. PERIOD OF CONTRACT

11.1 Three-years contract

12. QUALITY CONTROL TESTING OF PRODUCTS

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.

13. RATE OF EXCHANGE

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.

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.

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

13.4. This clause must be read in conjunction with paragraphs 5.1.

14. SAMPLES

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

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.

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

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.

14.5. Representative samples will **not** be accepted.

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

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

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.

15. UNSATISFACTORY PERFORMANCE

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.

16. PREFERENCES

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.

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.

18. CONTRACTOR'S LIABILITY

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.

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.

19. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR

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.

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.

20. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

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.

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

21. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

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.

21.2 The Contractor shall not, without the Department's prior written consent, make use of any document or information mentioned in SCC clause 21.1 except for purposes of performing the contract.

21.3 Any document, other than the contract itself mentioned in SCC clause (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.

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 I: CONDITIONS OF BID

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. National Treasury guidelines

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. ACCEPTANCE OF A BID

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

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.

2. CERTIFICATE OF COMPLIANCE

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.

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.

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.

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.

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

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.

3. COMPLIANCE WITH SPECIFICATION

3.1. Offers must comply strictly with the specification.
3.2. Offers exceeding specification requirements will be deemed to comply with the specification.
3.3. The quality of services/ supply must not be less than what is specified.

4. EQUAL BIDS

4.1. If functionality is part of the evaluation process and two or more are equal in price, the contract must be awarded to the tenderer that scored the highest points for functionality.

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

5. LATE BIDS

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

6. MORE THAN ONE OFFER/ COUNTER OFFERS

6.1. 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.

6.2. 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.

6.3. 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'.

7. ONLY ONE OFFER RECEIVED

7.1. 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.

8. AWARD OF BID (S)

8.1. The Department of Health Bid Adjudication Committee reserves the right to award the bid to one or 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.

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

8.3. 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." The bidder must, within five working days of the publication of the notice of intention to award, in the Government Tender Bulletin, deliver a written notification of an intention to appeal to Provincial Treasury, Secretariat, Bid Appeals Tribunal, Tel no: 033-897 4200

8.4. 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.

9. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

9.1. 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.

9.2. 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.

10. TAX COMPLIANCE REQUIREMENTS

10.1. Bidders must ensure compliance with their tax obligations.

10.2. 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.

11. TRUST, CONSORTIUM OR JOINT VENTURE

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

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

11.3. 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.

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

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

12. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

12.1. The validity (binding) period for the bid will be **180 days** from close of bid.

12.2. 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.

SECTION J: TECHNICAL SPECIFICATION

LIST OF SPECIFICATIONS FOR ZNB 5531/2022:

Needles and Syringes and Needles for Regional Anaesthesia

Category	Packaging/Unit of measure	Item Number	Description
SAFETY NEEDLE	Box of 50 units	30 393 01	Safety needle **Size: 18G Pink** OD:**1.2mm x** Length**: ± 25mm**
		30 393 03	Safety needle **Size: 21G Green** OD**: 0.8mm x** Length**: ± 25mm**
		30 393 04	Safety needle **Size: 21G Green** OD**: 0.8mm x** Length**: ± 38mm**
		30 393 05	Safety needle **Size: 22G Black** OD**: 0.8mm x** Length**: ± 25mm**
		30 393 06	Safety needle **Size: 23G Blue** OD**: 0.6mm x** Length**: ± 25mm**
		30 393 07	Safety needle **Size: 23G Blue** OD**: 0.6mm x** Length**: ± 38mm**
		30 393 08	Safety needle **Size: 25G Orange** OD**: 05mm x** Length**: ± 25mm**
		30 393 09	Safety needle **Size: 25G Orange** OD**: 05mm x** Length**: ± 38mm**
MULTIPLE SAMPLE BLOOD COLLECTION NEEDLE	Box of 100 units	60 000 64	Multiple sample blood collection needle **23G Pale blue** Length: **± 38mm**
LUER SLIP SYRINGES	Box of 100 units	30 392 23	**LUER SLIP** hypodermic syringe - **Eccentric** nozzle - **2ml**
		30 392 24	**LUER SLIP** hypodermic syringe - **Eccentric** nozzle - **3ml**
INSULIN SYRINGES	Box of 100 units	ISB1	Insulin syringe **0.5ml** (**50 units**) with **31G x 8mm** needle bonded to the syringe
		30 392 39	Insulin syringe **1ml (100 units**) with **31G x 8mm** needle bonded to the syringe
BCG VACCINATION SYRINGES	Box of 100 units	30 573 52	Hypodermic syringe for intradermal **BCG vaccination** – Bonded **27G** needle with **safety features**
SPINAL NEEDLES	Box of 20 units	30 392 58	Spinal needle, **26G**, **Whitacre** (pencil point) with introducer – **Extra length** 110mm
		30 392 61	Spinal needle, **22G, Quincke** (lancet point) **- Short 40mm**
CAUDAL NEEDLE	Box of 50 units	30 392 91	Caudal needle **22G, 35mm**
		30 392 93	Caudal needle **25G, 35mm**
		30 392 94	Caudal needle **25G, 50mm**

EPIDURAL PACK SYSTEMS	Each	30 392 63	**Epidural** pack system - Tuohy Needle:**16G** Length: **80-90mm** Epidural catheter: **18G or 19G**
		30 392 64	**Epidural** pack system - Tuohy Needle:**17G** Length: **80-90mm** Epidural catheter: **19G**
		30 392 65	**Epidural** pack system - Tuohy Needle:**18G** Length: **80-90mm** Epidural catheter: **20G**
		30 392 66	**Epidural** pack system **Paediatric** - Tuohy Needle: **18G L**ength: **> 45mm < 50mm** Epidural catheter: **20G**
		30 392 67	**Epidural** pack system **Paediatric** -Tuohy Needle: **19G** Length: **> 45mm < 50mm** Epidural catheter: **21G**
		30 392 68	**Epidural** pack system **Paediatric -**Tuohy Needle: **20G** Length: **< 50mm** Epidural catheter: **24G**
		30 392 69	**CAUDAL** Epidural pack system **Paediatric -Crawford** Needle:**18G** Length: **< 50mm** Epidural catheter: **20G**
COMBINED SPINAL EPIDURAL	Each	30 392 70	Combined Spinal Epidural pack system, **17G** Needle, **19G** Catheter; **26G** Spinal needle
		30 392 73	Combined Spinal Epidural pack system, **16G** needle; **18G** catheter, **26G** Spinal needle with locking mechanism
ECHOGENIC NEEDLES	Box of 50 units	30 392 75	Insulated echogenic needle for regional anaesthesia. **21G-22G** Short **50mm**
		30 392 76	Insulated echogenic needle for regional anaesthesia. **21G-22G** Intermediate **90-100mm**

TECHNICAL SPECIFICATIONS:

SAFETY NEEDLE - COLLECTIVE REQUIREMENTS

Purpose: Needle with a safety locking device that is activated following venipuncture or injection to prevent needle stick injuries

Must be compatible with luer slip and luer lock syringes and must be capped and ISO colour coded
The integral safety device must have a low dead space to minimize medical waste disposal
The safety device must not obscure the injection site and must be easy to use: one-hand activation, minimal training required.
There must be an audible click or definite tactile feedback to confirm that the safety mechanism has been activated
Once the safety device has been activated it must not be possible to re-use the needle.
Needles must be manufactured from good quality stainless steel
All the components must be pyrogen and latex free
In accordance with SANS 1124-1:2011 and/or ISO 23908 or equivalent

Must be sterile and individually packed in a peel pouch that is easy to open
For SINGLE use only

The following must be noted on the packaging:
Trade name ; Size and specification; Method of sterilization; Manufacturing site ; CE number; Lot number; Expiry date

Packaging/ Unit of measure: Box of 50 units

ITEM:	DESCRIPTION:
30 393 01	Safety needle **Size: 18G Pink** OD**:1.2mm x** Length**: ± 25mm**
30 393 03	Safety needle **Size: 21G Green** OD**: 0.8mm x** Length**: ± 25mm**
30 393 04	Safety needle **Size: 21G Green** OD**: 0.8mm x** Length**: ± 38mm**
30 393 05	Safety needle **Size: 22G Black** OD**: 0.8mm x** Length**: ± 25mm**
30 393 06	Safety needle **Size: 23G Blue** OD**: 0.6mm x** Length**: ± 25mm**
30 393 07	Safety needle **Size: 23G Blue** OD**: 0.6mm x** Length**: ± 38mm**
30 393 08	Safety needle **Size: 25G Orange** OD**: 05mm x** Length**: ± 25mm**
30 393 09	Safety needle **Size: 25G Orange** OD**: 05mm x** Length**: ± 38mm**

MULTIPLE SAMPLE BLOOD COLLECTION NEEDLE - COLLECTIVE REQUIREMENTS

Purpose: Used for collecting multiple samples of blood via a collection tube

The needle must be thin walled, colour coded and capped on both sides
Be for used for blood collection using a plastic tube holder to which it screws
Have a screw-in thread in the middle of the needle that attaches the needle to the tube holder.
Be covered within a latex free elastic membrane on the tube side to prevent the blood spilling when changing blood tubes during multiple collection.
Needles must be manufactured from good quality stainless steel
All the components must be pyrogen and latex free
In accordance with SANS 1124-1:2011 and/or ISO 23908 or equivalent

Must be sterile and individually packed in a peel pouch that is easy to open
For SINGLE use only

The following must be noted on the packaging:
Trade name; Size and specification; Method of sterilization; Manufacturing site ; CE number; Lot number; Expiry date

Packaging/ Unit of measure: Box of 100 units

ITEM:	DESCRIPTION:
60 000 64	Multiple sample blood collection needle **23G Pale blue** Length: **±38mm**

LUER LOCK/ LUER SLIP HYPODERMIC SYRINGE– COLLECTIVE REQUIREMENTS

Purpose: To administer injections and aspirate fluids and blood

Syringes must be manufactured from latex free, non-pyrogenic and DEPH free medical grade plastic
It must be made up of 3 parts - plastic with rubber piston, lubricated with silicone gel and well fitted
There must be clear markings that are not easily removed with spirits, and the syringe must allow for permanent marker markings without rubbing off
Be sterile and individually packed in a peel pouch that is easy to open; Be for SINGLE use only
In accordance with SANS 1124-2. Volume verification data must be included

The following must be noted on the packaging:
Trade name of needle; Size and specification; Method of sterilization; Manufacturing site; CE number; Lot number; Expiry date

Packaging/ Unit of measure: Box of 100 units

ITEM:	DESCRIPTION:
30 392 23	**LUER SLIP** hypodermic syringe - **Eccentric** nozzle - **2ml** Graduated markings at 0,1ml intervals on the barrel of the syringe
30 392 24	**LUER SLIP** hypodermic syringe - **Eccentric** nozzle - **3ml** Graduated markings at 0,1ml intervals on the barrel of the syringe up to 3ml

INSULIN SYRINGE

Purpose: To administer precise volumes of subcutaneous insulin

Syringes must be manufactured from latex free, non-pyrogenic and DEPH-free medical grade plastic
Be made up of 3 parts with a plastic with rubber piston that is lubricated with silicone gel and well fitted
Have a protective cap over the bonded needles
Must have clear graduated markings that are not easily removed with spirits. Volume verification data must be included
Sterile, for SINGLE use only and individually packed in a peel pouch that is easy to open
In accordance with SANS 1124-2 and/or SANS 1166:2011

The following must be noted on the packaging:
Trade name; Size and specification; Method of sterilization; Manufacturing site; CE number; Lot number; Expiry date

Packaging/ Unit of measure: Box of 100 units

ITEM:	DESCRIPTION:
ISB1	Insulin syringe **0.5ml** (**50 units**) with **31G x 8mm** needle bonded to the syringe Graduated at 1 unit intervals on the barrel of the syringe

BCG VACCINATION SYRINGE

Purpose: To administer precise volumes of vaccine to neonates **intradermally**

Syringes must be manufactured from latex free, non-pyrogenic and DEPH-free medical grade plastic
Be made up of 3 parts with a plastic with rubber piston that is lubricated with silicone gel and well fitted
Have a protective cap over the bonded needles
Must have clear graduated markings that are not easily removed with spirits. Volume verification data must be included
Sterile, for SINGLE use only and individually packed in a peel pouch that is easy to open
In accordance with SANS 1124-2 and/or SANS 1166:2011

Safety Syringe: The syringe must have an auto-disable feature that passively activates upon starting administration of the intended fixed vaccine dose to prevent

The following must be noted on the packaging:
Trade name; Size and specification; Method of sterilization; Manufacturing site; CE number; Lot number; Expiry date

Packaging: **100 units** in a Box

ITEM:	DESCRIPTION:
30 392 39	**BCG vaccination** syringe **0.5ml** with **27G x 10mm** needle bonded to the syringe Marked with 0.05ml and 0.1ml
30 573 52	**Safety BCG vaccination** syringe **0.5ml** with **27G x 10mm** needle with **safety features** bonded to the syringe Marked with 0.05ml and 0.1ml

SPINAL NEEDLES

Purpose: Spinal tap and regional anaesthesia

The **Needle** must have a color-coded stylet cap for easy identification of sizing
There must be a clear/transparent needle hub to allow easy identification of spinal fluid flashback, and flashback must be quick relative to the needle gauge
Have a key/slot arrangement of the stylet and the hub and must clearly indicate the bevel orientation.
Have a **stylet** must reinsert smoothly and not hook on the cannula
The stylet must be stable and not shake or quiver to allow easy reinsertion into the cannula and that aligns precisely with the stylet point
Be beveled at 220°

If an **Introducer** is used the needle must fit securely into it
The introducer must be streamlined and easy to handle
The introducer size must not reduce the effective length of the cannula significantly
The introducer hub must be transparent to assess for accidental CSF backflow

Needles, stylets and introducers must be manufactured from good quality stainless steel and must not kink easily
Plastic hubs must be manufactured from pyrogen and latex free medical grade plastic.

Must be sterile and individually packed in a peel pouch that is easy to open
For SINGLE use only
To comply with ISO 9626 or equivalent

The following must be noted on the packaging:
Trade name; Size and specification; Method of sterilization; Manufacturing site; CE number; Lot number; Expiry date

Packaging/ Unit of measure: Box of 20 units

ITEM:	DESCRIPTION:
30 392 58	Spinal needle, **26G**, **Whitacre** (Pencil Point) with **introducer needle** – **Extra length 110mm** Needle Length: **> 110-115mm (**excluding hub); Introducer needle Length: **> 35mm**; Introducer hub length: **< 19mm** Effective length of introducer and stylet with cannula: **≥ 105mm**
30 392 61	Spinal needle, **22G, Quincke** (Lancet Point) - **Short 40mm ± 2mm** (excluding hub) for paediatric patients

CAUDAL NEEDLES

Purpose: Caudal anaesthesia in children

The Needle must have a clear/transparent needle hub to allow easy identification of spinal fluid flashback
Must have a key/slot arrangement of the stylet and the hub and must clearly indicate the bevel orientation.
The stylet must reinsert smoothly and not hook on the cannula
Must have a stable stylet that does not shake or quiver to allow easy reinsertion into the cannula
The needle and stylet point must align precisely.
Be bevelled at 220°

Needles must be manufactured from good quality stainless steel and must not kink easily
Plastic hubs must be manufactured from pyrogen and latex free medical grade plastic.
Must be sterile and individually packed in a peel pouch that is easy to open
For SINGLE use only
To comply with ISO 9626
The following must be noted on the packaging:
Trade name; Size and specification; Method of sterilization; Manufacturing site; CE number; Lot number; Expiry date

Packaging/ Unit of measure: Box of 50 units

ITEM:	DESCRIPTION:
30 392 91	Caudal needle **22G, 35mm ± 2mm** (excluding hub)
30 392 93	Caudal needle **25G, 35mm ± 2mm** (excluding hub)
30 392 94	Caudal needle **25G, 50mm ± 2mm** (excluding hub)

EPIDURAL PACK SYSTEMS:

Purpose: Provision of epidural anaesthesia or analgesia

The set must include a **Tuohy Needle** that is graduated in 1cm markings
It must have a precision fit stylet to prevent tissue coring and is marked to indicate bevel orientation
The syringe must have a a smooth inner bevel to prevent catheter shearing, clear ridged hub to aid with bevel positioning and a comfortable, solid grip flange

A **10ml Loss of Resistance Syringe** that is a low-friction pre-lubricated syringe with a smooth plunger movement that maintains a good seal and allows for accurate epidural space identification
The barrel must be graduated to indicate the degree of plunger advancement

An **Epidural Catheter** that is kink resistant with good tensile strength.
The catheter must have an atraumatic close ended tip with multiple side orifices The distal tip must be marked to aid visual confirmation of a complete catheter on removal
It must be graduated with standard 1cm catheter marking from 5**cm to 15cm** to facilitate accurate catheter positioning. There must be DOUBLE lines at **10cm**, triple lines at **15cm**, quadruple lines at **20cm**.
The **Catheter tip/catheter** must be **radio-opaque** and must be coloured to ensure complete removal

A 20 micron **Filter** that is flat with luer lock connectors
A **Securing Device** that connects the catheter securely to the filter - without risk of disconnection, compression of catheter or leaks. Snap system preferred.

Needles, stylets and introducers must be manufactured from good quality stainless steel. Plastic hubs must be manufactured from medical grade plastic.
All the components must be pyrogen and latex free
Sterile, for SINGLE use only and individually packed in peel pouch that is easy to open
To comply with ISO 20698 and ISO 9626

The following must be noted on the packaging:
Trade name; Size and specification; Method of sterilization; Manufacturing site; CE number; Lot number; Expiry date

Packaging/ Unit of measure: Each

ITEM:	DESCRIPTION:
30 392 63	**Epidural** pack system - Tuohy Needle:**16G** Length: **80-90mm** Epidural catheter: **18G or 19G**
30 392 64	**Epidural** pack system - Tuohy Needle:**17G** Length: **80-90mm** Epidural catheter: **19G**
30 392 65	**Epidural** pack system - Tuohy Needle:**18G** Length: **80-90mm** Epidural catheter: **20G**
30 392 66	**Epidural** pack system **Paediatric** - Tuohy Needle: **18G L**ength: **> 45mm < 50mm** Epidural catheter: **20G**
30 392 67	**Epidural** pack system **Paediatric** -Tuohy Needle: **19G** Length: **> 45mm < 50mm** Epidural catheter: **21G**
30 392 68	**Epidural** pack system **Paediatric -**Tuohy Needle: **20G** Length:**< 50mm** Epidural catheter: **24G**
30 392 69	**CAUDAL** Epidural pack system **Paediatric -Crawford** Needle:**18G** Length: **< 50mm** Epidural catheter: **20G**

COMBINED SPINAL EPIDURAL

Purpose: Provision of spinal and epidural anaesthesia or analgesia

The set must include a **Tuohy Needle** that is graduated in 1cm markings
It must have a precision fit stylet to prevent tissue coring and is marked to indicate bevel orientation
The syringe must have a a smooth inner bevel to prevent catheter shearing, clear ridged hub to aid with bevel positioning and a comfortable, solid grip flange

A **10ml Loss of Resistance Syringe** that is a low-friction pre-lubricated syringe with a smooth plunger movement that maintains a good seal and allows for accurate epidural space identification
The barrel must be graduated to indicate the degree of plunger advancement

An **Epidural Catheter** that is kink resistant with good tensile strength.
The catheter must have an atraumatic close ended tip with multiple side orifices The distal tip must be marked to aid visual confirmation of a complete catheter on removal
It must be graduated with standard 1cm catheter marking from 5**cm to 15cm** to facilitate accurate catheter positioning. There must be DOUBLE lines at **10cm**, triple lines at **15cm**, quadruple lines at **20cm**.
The **Catheter tip/catheter** must be **radio-opaque** and must be coloured to ensure complete removal

A 20 micron **Filter** that is flat with luer lock connectors
A **Securing Device** that connects the catheter securely to the filter - without risk of disconnection, compression of catheter or leaks. Snap system preferred.

A **Pencil Point Spinal Needle** that is precisely aligned with an inner stylet
The needle must have a clear/transparent needle hub to allow easy identification of spinal fluid flashback, and flashback must be quick relative needle gauge
The key/slot arrangement of the stylet and the hub must clearly indicate the bevel orientation.
Has a stylet that reinserts smoothly and doesn't hook on the cannula. The stylet must be stable and not shake or quiver to allow easy reinsertion into the cannula
Has a needle through needle arrangement must not protrude **> 15mm** beyond Tuohy needle.

Needles, stylets and introducers must be manufactured from good quality stainless steel. Plastic hubs must be manufactured from medical grade plastic.
All the components must be pyrogen and latex free
Sterile, for SINGLE use only and individually packed in peel pouch that is easy to open

To comply with ISO 20698 and ISO 9626

The following must be noted on the packaging:
Trade name; Size and specification; Method of sterilization; Manufacturing site; CE number; Lot number; Expiry date

Packaging/ Unit of measure: Each

ITEM:	DESCRIPTION:
30 392 70	**Combined Spinal Epidural** pack system, Tuohy Needle:**17G** Length: **80-90mm** Pencil Point Spinal needle: **26G** Epidural catheter: **19G**
30 392 73	**Combined Spinal Epidural** pack system, Tuohy Needle:**16G** Length: **80-90mm** Pencil Point Spinal needle**: 26G** (Must have a **locking mechanism**) Epidural catheter: **18G**

ECHOGENIC NEEDLES

Purpose: Location and administration of local anaesthetic to nerves for regional anaesthesia

The **Needle** must have an ergonomic needle hub that is easy to grip
Must have an insulated shaft with a stimulating tip that allows for needle guidance using nerve stimulation and/or ultrasound
Must have distance markers at 1cm intervals, be echogenic and show up well on ultrasound
Be short beveled at **20°- 30°** and allow for tactile feedback
Have long flexible tubing that attaches to the syringe – and can be kept away from the sterile field
Have a long electrical lead with an end connector that is interchangeable with any nerve stimulator machine

Needles must be manufactured from good quality pyrogen and latex free stainless steel

Sterile, for SINGLE use only and individually packed in a peel pouch that is easy to open
To comply with ISO 20698 and ISO 9626

The following must be noted on the packaging:
Trade name; Size and specification; Method of sterilization; Manufacturing site; CE number; Lot number; Expiry date

Packaging/ Unit of measure: Box of 50 units

ITEM:	DESCRIPTION:
30 392 75	**Insulated Echogenic Needle** for regional anaesthesia. **21G-22G** Short **50mm**
30 392 76	**Insulated Echogenic Needle** for regional anaesthesia. **21G-22G** Intermediate **90-100mm**

SECTION K: PRICING SCHEDULE (SBD 3.1)

Name of bidder……..... Bid number: **ZNB 5531/2022-H**

Closing Time **11:00** Closing Date: **23 June 2022**

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: **SUPPLY AND DELIVERY OF NEEDLES AND SYRINGES AND NEEDLES USED FOR REGIONAL ANAESTHESIA FOR VARIOUS INSTITUTIONS. PERIOD: 3 YEARS**

Item No	Description	Packaging unit	Price per packaging unit Year 1 (incl. VAT)	Price per packaging unit Year 2 (incl. VAT)	Price per packaging unit Year 3 (incl. VAT)	Total price per packaging unit (incl. VAT) Y1 + Y2 + Y3
30 393 01	Safety needle **Size: 18G Pink** OD**:1.2mm x** Length**: ± 25mm**	Box of 50 units	R	R	R	R
30 393 03	Safety needle **Size: 21G Green** OD**: 0.8mm x** Length**: ± 25mm**	Box of 50 units	R	R	R	R
30 393 04	Safety needle **Size: 21G Green** OD**: 0.8mm x** Length**: ± 38mm**	Box of 50 units	R	R	R	R
30 393 05	Safety needle **Size: 22G Black** OD**: 0.8mm x** Length**: ± 25mm**	Box of 50 units	R	R	R	R
30 393 06	Safety needle **Size: 23G Blue** OD**: 0.6mm x** Length**: ± 25mm**	Box of 50 units	R	R	R	R
30 393 07	Safety needle **Size: 23G Blue** OD**: 0.6mm x** Length**: ± 38mm**	Box of 50 units	R	R	R	R
30 393 08	Safety needle **Size: 25G Orange** OD**: 05mm x** Length**: ± 25mm**	Box of 50 units	R	R	R	R
30 393 09	Safety needle **Size: 25G Orange** OD**: 05mm x** Length**: ± 38mm**	Box of 50 units	R	R	R	R
60 000 64	Multiple sample blood collection needle **23G Pale blue** Length: **± 38mm**	Box of 100 units	R	R	R	R
30 392 23	**LUER SLIP** hypodermic syringe - **Eccentric** nozzle - **2ml**	Box of 100 units	R	R	R	R
30 392 24	**LUER SLIP** hypodermic syringe - **Eccentric** nozzle - **3ml**	Box of 100 units	R	R	R	R
ISB1	Insulin syringe **0.5ml** (**50 units**) with **31G x 8mm** needle bonded to the syringe	Box of 100 units	R	R	R	R

Item No	Description	Packaging unit	Price per packaging unit Year 1 (incl. VAT)	Price per packaging unit Year 2 (incl. VAT)	Price per packaging unit Year 3 (incl. VAT)	Total price per packaging unit (incl. VAT) Y1 + Y2 + Y3
30 392 39	Insulin syringe **1ml (100 units**) with **31G x 8mm** needle bonded to the syringe	Box of 100 units	R	R	R	R
30 573 52	Hypodermic syringe for intradermal **BCG vaccination** – Bonded **27G** needle with **safety features**	Box of 100 units	R	R	R	R
30 392 58	Spinal needle, **26G**, **Whitacre** (pencil point) with introducer – **Extra length** 110mm	Box of 20 units	R	R	R	R
30 392 61	Spinal needle, **22G, Quincke** (lancet point) **- Short 40mm**	Box of 20 units	R	R	R	R
30 392 91	Caudal needle **22G, 35mm**	Box of 50 units	R	R	R	R
30 392 93	Caudal needle **25G, 35mm**	Box of 50 units	R	R	R	R
30 392 94	Caudal needle **25G, 50mm**	Box of 50 units	R	R	R	R
30 392 63	**Epidural** pack system - Tuohy Needle:**16G** Length: **80-90mm** Epidural catheter: **18G or 19G**	Each	R	R	R	R
30 392 64	**Epidural** pack system - Tuohy Needle:**17G** Length: **80-90mm** Epidural catheter: **19G**	Each	R	R	R	R
30 392 65	**Epidural** pack system - Tuohy Needle:**18G** Length: **80-90mm** Epidural catheter: **20G**	Each	R	R	R	R
30 392 66	**Epidural** pack system **Paediatric** - Tuohy Needle: **18G L**ength: **> 45mm < 50mm** Epidural catheter: **20G**	Each	R	R	R	R
30 392 67	**Epidural** pack system **Paediatric** -Tuohy Needle: **19G** Length: **> 45mm < 50mm** Epidural catheter: **21G**	Each	R	R	R	R
30 392 68	**Epidural** pack system **Paediatric -**Tuohy Needle: **20G** Length: **< 50mm** Epidural catheter: **24G**	Each	R	R	R	R

Item No	Description	Packaging unit	Price per packaging unit Year 1 (incl. VAT)	Price per packaging unit Year 2 (incl. VAT)	Price per packaging unit Year 3 (incl. VAT)	Total price per packaging unit (incl. VAT) Y1 + Y2 + Y3
30 392 69	**CAUDAL** Epidural pack system **Paediatric - Crawford** Needle:**18G** Length: **< 50mm** Epidural catheter: **20G**	Each	R	R	R	R
30 392 70	Combined Spinal Epidural pack system, **17G** Needle, **19G** Catheter; **26G** Spinal needle	Each	R	R	R	R
30 392 73	Combined Spinal Epidural pack system, **16G** needle; **18G** catheter, **26G** Spinal needle with locking mechanism	Each	R	R	R	R
30 392 75	Insulated echogenic needle for regional anaesthesia. **21G-22G** Short **50mm**	Box of 50 units	R	R	R	R
30 392 76	Insulated echogenic needle for regional anaesthesia. **21G-22G** Intermediate **90-100mm**	Box of 50 units	R	R	R	R

NB. Total Unit Price is the price that will be used to evaluate the bid.
The annual unit price will be the applicable (contractual) price per year per item.
The delivery must be in accordance with packaging as per specification

Required by: KZN DEPARTMENT OF HEALTH

-At: **VARIOUS INSTITUTIONS**

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 L: OBJECTIVE EVALUATION CRITERIA

The Objective Evaluation will be based on the following:

The Department will evaluate applications received before the closing date and time using three (3) evaluation phases, these are peremptory requirements, should the applicant fail to comply, the application will be regarded as non-responsive and be disqualified. The criteria are as follows:

Phase 1: Minimum Compulsory Requirements
Phase 2: Technical Objective Evaluation Criteria
Phase 3: Price

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 is completed in all respects to qualify for the next stage of evaluation:						
1	Section A: Invitation to Bid (SBD1)	**Yes**				
2	Section B: Special Instructions	**Yes**				
3	Section C: Authority to Sign the Bid	**Yes**				
4	Section D: Bidder's Disclosure (SBD 4)	**Yes**				
5	Section E: The National Industrial Participation Programme (SBD 5)	**Yes**				
6	Section F: Declaration that CSD is Updated with Latest Bidder's Details	**Yes**				
7	Section G: General Conditions of Contract	**Yes**				
8	Section H: Special Conditions of Contract	**Yes**				
9	Section I: Conditions of Bid	**Yes**				
10	Section J: Specification	**Yes**	**Yes**			
11	Section K: Pricing Schedule (SBD 3.1)	**Yes**	**Yes**			
Prospective Bidders must provide the following Requirements:						
1	Copy of the Consortium/ Joint Venture/ Partnership agreement, if applicable	**Yes If Applicable**	**Yes If Applicable**			
2	Letter of undertaking if the bidder is not the manufacturer of the item or confirmation if the bidder is the manufacturer of the item.	**Yes**	**Yes**			
3	SAHPRA Certificate	**Yes**	**Yes**			

Phase 2: Technical Objective Evaluation Criteria

The unit offered must comply fully with or exceed all of the minimum specification requirements as per the Technical Specification. The prospective bidder will be required to provide a sample for evaluation purposes as required in terms of clause 14 of the special conditions of contract**.**

For samples which require **SANS 1124-1:2011, SANS 1124-2, SANS 1166:2011, ISO 23908, ISO 9626, ISO 20698 or any other certification, a valid certificate MUST be submitted with the sample, where required.** The sample will be evaluated based on the collective requirements as per technical specification, for each item required.

Phase 3: Price

(Note; National Treasury has granted exemptions in relation to preferential procurement until such time that the new Regulations are promulgated. Until then, qualifying bids will be evaluated on the price only, except for those that must be subjected to functionality evaluation).