KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT NUMBER: ZNB 6730/2022-H

DESCRIPTION: SUPPLY AND DELIVERY OF ADMINISTRATION GIVING SETS: NEEDLE FREE ADMINISTRATION SETS AND BLOOD GIVING SETS; EXTENSION SETS; IVI FLUID ACCESS DEVICES; SECUREMENT DEVICES FOR LINES AND CATHETERS FOR VARIOUS INSTITUTIONS: 3 YEAR CONTRACT

Name of Bidder…….

Central Supplier's Database Registration Number…….

Income Tax Reference Number……

BIDDER TO NOTE THE FOLLOWING

CLOSING DATE AND TIME:

DATE: 14 October 2022

TIME: 11: 00AM

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

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SECTION A: INVITATION TO BID (SBD1)

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF HEALTH					
BID NUMBER:	**ZNB 6730/2022-H**	**CLOSING DATE:**	**14/10/2022**	CLOSING TIME:	**11: H 00 AM**
DESCRIPTION	**SUPPLY AND DELIVERY OF ADMINISTRATION GIVING SETS: NEEDLE FREE ADMINISTRATION SETS AND BLOOD GIVING SETS; EXTENSION SETS; IVI FLUID ACCESS DEVICES; SECUREMENT DEVICES FOR LINES AND CATHETERS FOR VARIOUS INSTITUTIONS: 3 YEAR CONTRACT**				
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					
VATREGISTRATION NUMBER					
	TCS PIN:		**OR**	CSD No:	
STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					

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

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

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

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

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

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

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

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

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

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

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

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

4. Bids submitted must be complete in all respects.

5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.

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

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

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

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

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

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

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

13. Use of correcting fluid is prohibited.

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

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

16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

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

SECTION C: AUTHORITY TO SIGN A BID

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

IN HIS/ HER CAPACITY AS: …….....

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

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

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

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

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

SIGNATURE…… **DATE……**

C. PARTNERSHIP

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

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

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

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

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

D. CLOSE CORPORATION

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

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

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

…….....(Name of Close Corporation)

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

IN HIS/ HER CAPACITY AS: …….....

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

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

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

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

E. CO-OPERATIVE

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

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

..... (full name) whose signature

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

.....(Name of cooperative)

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/ HER CAPACITY AS: .....

DATE: .....

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

FULL NAME IN BLOCK LETTERS: .....

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

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

F. JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

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

…… (Full name)

…… (Full name)

…… (Full name)

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

IN HIS/ HER CAPACITY AS: ……

SIGNED ON BEHALF OF (ENTITY NAME): ……

SIGNATURE: …… **DATE:** ……

IN HIS/ HER CAPACITY AS: ……

SIGNED ON BEHALF OF (ENTITY NAME): ……

SIGNATURE: …… **DATE:** ……

IN HIS/ HER CAPACITY AS: ……

SIGNED ON BEHALF OF (ENTITY NAME): ……

SIGNATURE: …… **DATE:** ……

IN HIS/ HER CAPACITY AS: ……

SIGNED ON BEHALF OF (ENTITY NAME): ……

SIGNATURE: …… **DATE:** ……

IN HIS/ HER CAPACITY AS: ……

G. CONSORTIUM

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

AUTHORITY TO SIGN 0N BEHALF OF THE CONSORTIUM

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

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

…… (Name of Consortium)

IN HIS/ HER CAPACITY AS: ……

SIGNATURE: …… **DATE:** ……

SECTION D: 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 interest[1] 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 consortium2 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.

3.4 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

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

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 be exercised 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 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 tenderers (contractors) are required to, immediately after the award of a contract that 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 paragraphs 1.1.(b) to 1.1. (d) above.

3 Tender SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF Tenderers AND SUCCESSFUL Tenderers (CONTRACTORS)

Tenderers are required to sign and submit this Standard Tenderding Document (SBD 5) together with the Tender 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 Tenderers (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Tender / 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 Department of 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) 394 2401 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 Tenderer (contractor) has made contact with and furnished the DTI 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 by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed 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 the DTI.

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

Tender number:	
Name of tenderer: _____	Closing date: _____
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: .....

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

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

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

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1. GENERAL CONDITIONS

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

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

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

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

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

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

ii. The name of the sub-contractor……

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

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

(Tick applicable box)

YES		NO	

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: ……

8.2 VAT registration number: ……

8.3 Company registration number: ……

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……

……

……

……..

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

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

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

SECTION I: GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

- The General Conditions of Contract will form part of all bid 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

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 J: SPECIAL CONDITIONS OF CONTRACT (SCC)

Note: The special conditions of contract referred as (SCC) are supplementary to that of the General Conditions of Contract (GCC). Where, however, the special conditions of contract are in conflict with the General Conditions of Contract, the special conditions of contract (SCC) shall prevail.

1. ADDITIONAL DEFINITIONS

In addition to the definitions contained in paragraph 1 of the GCC, the following terms shall be interpreted as indicated:

1.1. "**Accounting Officer**": means a person described in Section 36 of the Public Finance Management Act, Act No. 1 of 1999 (As amended by Act 29 of 1999).

1.2. "**Contract Duration**": means the period between the commencement and termination of the contract.

1.3. "**Confidential Information**": means but is not limited to contents of the contract, or any provision thereof, or any specification, plan, know-how, 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 contractor or service provider in the performance of the contract.

1.4. **"Department":** means the KwaZulu-Natal Department of Health.

1.5. **"Head of Department":** means the Head of Department for KwaZulu-Natal Department of Health as defined in Schedule 2 Column 1 and 2 of the Public Service Act 1994 (Proclamation 103 of 3 June 1994, as amended).

1.6. **"Health Facilities":** means Head Office, District Offices, Hospitals, Community Health Centres, Specialized centres and Clinics under the auspices of the Department of Health in the Province.

1.7. **"ISO Standards":** means standards recognized by International Standard Organisation

1.8. **"Parties":** means the KwaZulu-Natal Department of Health and Contractor or Service provider

1.9. **"Province"**: means the Province of KwaZulu-Natal.

1.10. **"ROE"**: means the Rate of Exchange.

1.11. **"SABS"**: means the South African Bureau of Standards.

1.12. **"SANS":** means the South African National Standards.

1.13. **"Vendor"**: means **Contracted Supplier or Service Provider**

2. INTERPRETATIONS

In amplification of the provisions of paragraph 2 of the GCC, unless inconsistent with the context, an expression which denotes:

2.1 Any gender includes the other genders.

2.2 A natural person includes a juristic person and vice versa.

2.3 The singular includes the plural and vice versa.

2.4 When any number of days is prescribed in this Contract, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2.5 Figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

2.6 Any reference in this contract to “goods” includes works and/or services.

2.7 The written and signed contract represents the final agreement between the parties and it super cedes any prior oral agreements or discussions of the Contract.

2.8 All annexures and appendices shall form part of the contract.

2.9 The headings used throughout the Contract do not have any special significance save to ensure the easy reading of the contract.

2.10 Words and phrases defined in this Contract shall bear the meaning assigned to them throughout this Contract.

2.11 Words and phrases used in this Contract which are defined or used in any statute or regulation which applies to the subject matter, professional person.

2.12 The bid is issued in accordance with Section 217 of the Constitution, The Public Finance Management Act, Treasury Regulations 16A and National Treasury regulations and guidelines.

3. ACCEPTANCE OF A BID

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

3.2 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.

4. CERTIFICATE OF COMPLIANCE

4.1 If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) or International Organisation for Standardisation (ISO) 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. 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.

4.2 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.

4.3 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 or organization acting on its behalf. Any specification/s and conformity testing will be for the account of the prospective bidder.

4.4 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.

5. COMPLIANCE WITH SPECIFICATION

5.1 Offers must comply strictly with the specification. Offers exceeding specification requirements will be deemed to comply with the specification.

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

6. PERFORMANCE STANDARDS

6.1 In amplification of paragraph 4 of the GCC, the preferred bidder shall supply the goods in accordance with performance standards set by the Department below:

6.1.1 Where specific specifications and/ or standards are applicable on materials and supplies, the quality of products shall not be less than the requirements of the latest edition of such specifications and/or standards.

6.1.2 If the delivered supplies are not in accordance with the contract requirements, the cost of inspections, tests and analysis done by an independent testing facility shall be paid by the contractor.

6.1.3 In the event where a bidder offers a specific brand against an item and the item is subsequently awarded to the bidder, it is required of the successful bidder to continue to supply the brand awarded throughout the contract period.

6.1.4 Contracted suppliers must maintain sufficient stock to meet demand throughout the duration of the contract;

6.1.5 All successful bidders are required to submit historical value and volume reports via e-mail on a six (6) monthly basis.

6.1.6 All deliveries made against this contract, in all modes of transport, are to be packed in suitable containers, which will be acceptable for further dispatch.

6.1.7 The packing of the goods to be supplied must be uniform for the duration of the contract period, i.e.:

- All containers, packing and cartons must be clearly labelled.
- All products must be packed in acceptable containers, where applicable, specifically developed for the product.

7 QUALITY CONTROL /TESTING OF PRODUCTS AND GUARANTEE

7.1 The Department and/or Institution reserves the right to have any product tested with an accredited agent in the Republic of South Africa. The quality control testing administrative procedures will be undertaken by the Department's Supply Chain Management Contract Management section.

7.2 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 Contractor.;
ii. Possible cancellation of the contract with Contractor.;
iii. Reporting such negligence to the Provincial and National Treasury for listing on the Restricted Suppliers Database.

7.3 All goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Department, as this is a change to the conditions of the contract.

7.4 Should the Department, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of Contractor or otherwise, which will be to the Department's advantage, such variation or alteration shall be performed to the Department's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Department and Contractor. The variation shall comply with thresholds as prescribed by National Treasury regulations.

7.5 Contractor shall not be relieved of its obligations with respect to the sufficiency of the materials and workmanship and the quality of the goods supplied by the reason of no objection having been taken thereto by the Department's Representative at the time the goods were delivered.

7.6 Contractor 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. Contractor, 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 Department's specifications) or from any act or omission of Contractor., that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.

7.7 This warranty shall remain valid for (24) 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.

7.8 The Department shall promptly notify Contractor in writing of any claims arising under this warranty. Contractor shall immediately remedy the said defect free of cost to the Department. Should Contractor delay remedial work in excess of time stipulated by the Department's representative, the Department may have such remedial work executed at Contractor expense. Should the Department decide that the defect is such that it cannot be remedied, the goods may be rejected, such rejected goods shall be held at the risk and expense of Contractor and shall, on request of the Department, be removed by Contractor immediately on receipt of notification of rejection. Contractor shall be responsible for any loss the Department may sustain by reason of such action as the Department may take, in terms of this clause.

7.9 The risk in respect of the goods purchased by the Department under the contract shall remain with Contractor, until such goods have been delivered to the Department.

7.10 The principle feature of the goods is described in the Specification, but the Specification does not purport to indicate every detail of supply, of Goods necessary to meet the requirements. Omission from the Specification of reference to any part or parts shall not relieve Contractor of their responsibility for carrying out the supply of goods as required under the Contract.

7.11 If any dispute arises between the Department and Contractor, in connection with the quality and guarantee of the goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

8. EQUAL BIDS

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

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

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

9. LATE BIDS

9.1 Bids are permissible to be submitted prior to closing date and time this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fail to arrive on time the department will not be held liable.

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

10. MORE THAN ONE OFFER/ COUNTER OFFERS

10.1 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.

10.2 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.

10.3 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'.

11. ONLY ONE OFFER RECEIVED

11.1 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.

12. AWARD OF BID (S)

12.1 The Department of Health Bid Adjudication Committee reserves the right to award the bid to one or more bidders provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid.

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

12.3 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

12.4.1 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

13. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

13.1 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.

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

14. EMPLOYEES TRADING WITH THE ORGANS OF THE STATE

14.1 The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."

14.2 Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state,

unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"

14.3 If a bidder is found to be employed by the state, through the verification of Central Supplier Database (CSD) Report, DPSA, the bid will be immediately disqualified. If it is discovered during other Computer Assisted Audit Technics, that the bidder is employed by the state, the award or contract will be immediately terminated.

15 TRUST, CONSORTIUM OR JOINT VENTURE

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

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

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

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

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

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

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

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

16. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

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

17. **SAMPLES**

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

17.2 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.

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

17.4 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.

Representative samples will not be accepted.

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

17.6 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

17.7The 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.

18. CHANGE OF ADDRESS

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

19. DELIVERY, MARKING AND PACKAGING

19.1 Basis of delivery of products must be made in accordance with the instruction appearing on the official Order form. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.

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

19.3 In respect of goods and services awarded, the Contractors must adhere strictly to the delivery periods stipulated in the bid document or as agreed with the Department. In case of delays in the supplier's performance, the supplier must inform the department or institution of such delays and comply with conditions as stipulated on the GCC. Should the Contractor fail to supply the goods within the time stated in its bid, or within the extended time allowed to them, the department reserves the right, to cancel the contract and purchase the goods elsewhere and the Contractor shall refund to the department any extra cost incurred over and above the contract price.

19.4 All deliveries must take place from Monday to Friday between 08h00 and 14h00. In emergency cases, the department reserves the right to request the successful bidder/s to urgently effect deliveries at any given time including Saturdays, Sundays and public holidays.

19.5 Order details must be presented upon delivery on delivery notes. Deliveries not complying with the order form, specifications or samples submitted, will be returned to the Contractor at the Contractor's expense. Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Department. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.

19.6 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Department. It is the Contractor's responsibility to off load the delivery vehicle. Delivery packages should be of a durable quality that will allow stacking and for further transportation without breakage.

19.7 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

19.8 Where applicable each item in a carton must be individually labelled and the following information must appear on the outer packaging of the carton:

a) Name of the manufacturer/supplier;
b) Description of item;
c) Item number code/catalogue number;
d) Date of manufacture;
e) Product expiry date;
f) Batch No.;
g) Lot No.

19.9 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 or health standards that is prescribed.

19.10 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.

20 INVOICES AND PAYMENTS

20.1 All invoices must be submitted in the original format.

20.2 All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.

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

(a) The name, address and registration number of the supplier;
(b) The name and address of the recipient;
(c) An individual serialized number and the date upon which the tax invoice is issued;

(d) A description of the goods or services supplied;
(e) The quantity or volume of the goods or services supplied
(f) The value of the supply, the amount of tax charged and the consideration for the supply; or
(g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

20.4 A Contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered. The goods must be accepted and signed off by the relevant delegated official.

20.5 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. Where discounts or rebates received by the Department, the Contractor to provide credit note.

20.6 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 Logistics and Accounts Payable;

(ii) If there is no response from Logistics and Accounts Payable, the Finance Manager and the Chief Executive Officer of the institution must be contacted.

(iii) Failing all of the above, the Contractor must contact the Chief Director: Accounting Services supplying the following details:

a) Name/s of person/s contacted at the Institution and dates; and
b) Details of outstanding account.
c) The Chief Director: Accounting Services will then take the appropriate action.

20.7 The Institutions shall not be responsible for payment of any statutory increases in tariffs or imports or any fluctuations in foreign exchange rate for any item required Contractor, to realise its obligations in terms of this Contract. The rate of exchange, as agreed upon in this Contract is subject to review if stipulated within this contract and as agreed consented by both Parties.

21. STATEMENT OF SUPPLIES AND SERVICES

21.1 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 per each institution, order number, catalogue number, quantity delivered and invoice amount all inclusive.

21.2 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

Note: This information will be submitted at the expense of the Contractor.

22. FIRM PRICES AND ESCALATIONS

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

22.2 It is the responsibility of the bidder to take necessary precautions or to cater or include cover for unfavourable rate of exchange. Therefore, a price adjustment in respect of a rate of exchange claim will not be considered.

23. VALUE ADDED TAX (VAT)

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

23.2 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.

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

24. ENTERING OF HOSPITAL/CLINIC STORES

24.1 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 or delegated official.

25. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR

25.1 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.

25.2 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.

26 IRREGULARITIES

26.1 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.

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27 UNSATISFACTORY PERFORMANCE

In amplification of paragraph 21; 22 and 23 of the GCC, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(i). The institution shall warn the Contractor by registered/certified mail or email 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 and appropriate action such as termination of contract 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.

28 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 Department by registered mail or email. The letter of restriction must provide for:

I. The grounds for restriction;

II. The period of restriction which must not exceed 10 years;

III. 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:

I. 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

II. 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:

I. The name and address of the entity/ person to be restricted;

II. The identity number of individuals and the registration number of the entity; and

III. The period of restriction.

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

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

29 CONTRACTOR'S LIABILITY

29.1 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.

29.2 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.

30 RIGHTS TO PROCURE OUTSIDE THE CONTRACT

30.1 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.

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

30.3 If contracted item/s become available from National Treasury transversal contract, the Department reserve a right to cancel the contract with a winning bidder by giving thirty (30) days' notice. If it in the advantage and interest of the department to participate.

31. PATENTS

31.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Department against any claims arising there from.

32 WAIVER

32.1 The granting by any party of any indulgence or postponement shall not be a waiver of its rights arising from this contract to demand full and specific performance of the contract.

32.2 No favour, delay or relaxation or indulgence on the part of any party in exercising any power or right conferred on each party in terms of this contract shall operate as a waiver of such power or right nor preclude any other or further exercises thereof or the exercise of any other power or right under this contract.

33 SUSPENSION

33.1 The Department may temporarily suspend whole or part of the supplied goods by providing no less than 5 days written notice to the Contractor, who shall on receipt of such written notice immediately cease the supply the goods. The Department will indicate the date on which the contract will be resumed in the aforementioned notice. No suspension shall exceed a total of 90 days unless otherwise agreed to by the parties in writing.

33.2 When the supply of the goods is suspended, the Contractor shall be entitled to pro-rata payment for the goods already delivered and reimbursement of all costs incidental to the prompt and orderly suspension of the contract.

33.3 Suspension of the contract shall not prejudice or affect the accrued rights and liabilities of the parties as at the date of suspension.

34 BREACH

34.1 Any termination notice referred to in GCC paragraph 23.1 shall be preceded by written notice requiring the defaulting party to remedy a breach of this contract within 14 days of the date of receipt of the notice.

34.2 If the defaulting party fails to remedy the breach within the 14 days, the aggrieved party shall be entitled without notice, in addition to any other remedy available to them at law or under this contract:

34.3 To claim specific performance of any obligation whether or not the due date for performance has arrived; or

34.4 To terminate this contract in accordance with paragraph 23.1 of the GCC, against the defaulting party, in either event without prejudice to the aggrieved party's rights to claim damages.

34.5 The Contractor shall immediately advise the Department of the same, upon which the Department shall, in its sole and absolute discretion, decide whether to proceed with this contract or to terminate forthwith. Failure by the Contractor to advise the Department of a conflict of interest shall amount to a material breach of this contract.

34.6 A Party shall be deemed to be in breach of this Contract should the Party fail to comply with any material provisions of this Contract.

34.7 The aggrieved Party shall be obliged to first attempt to settle the matter by way of consultation with the defaulting Party. If the consultation fails, then the aggrieved Party shall promptly give the defaulting Party fourteen (14) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party may, without prejudice to any other's right at law:

34.7.1 Cancel this Contract in the event the defaulting Party committed a material breach.

34.7.2 Claim specific performance by the defaulting Party if such is a competent remedy in the circumstance.

34.7.3 Claim damages suffered, as limited under this Contract.

35. PREFERENCES

35.1 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 Contract and Bid.

36. SEVERABILITY

36.1 The finding of any invalidity to any provision of the contract shall not render the whole contract a nullity. A court of law or arbitrator may sever the invalid provision and the remainder of the contract shall remain enforceable.

37. EXPORT LICENSES

37.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, Contractor shall:

37.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before they have obtained such license;

37.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such license within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

38 INSURANCE

38.1 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.

38.2 Any insurance policies taken out by Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

38.3 The Department and the Contractor must ensure that the insurance remains in force throughout the contract period.

38.4 In the event that the Department requests for such Certificate of Insurance, the Contractor shall submit such Certificate within 5 days, if this was not a mandatory requirement.

39. ESTIMATED QUANTITIES

39.1 The Department is under no obligation to purchase any stock, which is in excess of the indicated quantities of each item. Should there be quantities reflected in the bid forms these will be estimated figures and no guarantee is given or implied as to the actual quantity which will be ordered.

40. EXTENTION OF CONTRACT

40.1 This contract may be extended on a month-to-month basis for a period not exceeding six (6) months, provided that the procedures for the treatment of irregular expenditure are complied with in terms of the National Treasury regulations and the Departmental SCM Policy and delegations.

40.2 Further extension of the contract, authority will be granted by Head of Department: Health, subject to the provisions of National Treasury regulations and instruction notes.

41. CESSION OF CONTRACT

41.1 The Contract will be personal to the winning bidder, who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Department, and on such conditions as it may approve.

41.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of winning bidder for materials and minor components relating to the services supplied. The Department reserves the right to require winning bidder to submit, for noting, the names of such sub-contractors to ascertain their registration on the Central Suppliers Database and they must be legal entities.

42. CONTRACT AMENDMENTS / VARIATIONS

42.1 In amplification of paragraph 18 of the GCC, any amendments/variations, of the Contract shall come into effect in terms of the conditions contained in on "**Contract Amendments/Variations Register**". This register must be signed by the duly authorised signatories of winning bidder and the Head of Department: Health or his/her delegated official.

42.2 Contracted winning bidder shall not, in performing its obligation, vary from the terms and conditions stated in this Contract whether by way of addition thereto or by way of omission therefrom, without the prior written consent from the Department (Accounting Officer/delegated official), and no claim on the part of winning bidder for any extra payments on the grounds of any alterations or extra work will be entertained.

42.3 If, after the commencement of the contract, the cost or duration of the services is altered as a result of changes in, or in additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the contract, then the contract price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, winning bidder shall furnish the Department with a detailed justification for the adjustment to the contract price.

43. INTELLECTUAL PROPERTY

43.1 In amplification of paragraph 6 of the GCC, the intellectual property discovered or created as the direct or indirect result of this contract shall remain the property of the Department.

44. INSOLVENCY

44.1 In the event to winning bidder institutes insolvency proceedings or has insolvency proceedings involuntarily instituted against it, the Department may terminate this Contract immediately.

44.2 In the event of assets and monies issued to winning bidder in terms of this Contract, such assets and monies shall be excluded from the estate of winning bidder and shall be returned immediately upon clause 40.1 coming into effect. 4

45. DISPUTE RESOLUTION

45.1 In the event to winning bidder institutes insolvency proceedings or has insolvency proceedings involuntarily instituted against it, the Department may terminate this Contract immediately.

45.2 In the event of assets and monies issued to winning bidder in terms of this Contract, such assets and monies shall be excluded from the estate of winning bidder and shall be returned immediately.

46. DOMICILLIA CITANDI ET EXECUTANDI

For the purpose of this contract, the parties choose their respective domicillia citandi et executandi as follows :

The Department Physical and Postal Address:

Department Name	The KwaZulu-Department of Health
Physical Address	Natalia Building, 330 Langalibalele Street, Pietermaritzburg, 3201
Postal Address:	Private Bag X9051, Pietermaritzburg, 3200
Telephone numbers	033 – 395 2111
Telefax:	Nil

The Contractor or Bidder Physical and Postal Address:

Bidder/ Contractor Name	
Physical Address	
Postal Address:	
Telephone numbers	
Telefax:	
Email Address	

46.1 The parties hereby choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses given on the first page of this Contract. Any notice of any change in such address shall be given in writing by the parties concerned and delivered by hand or sent by registered mail to the other party, upon notification of which address so notified shall serve as the new citandi et executandi.

46.2 A party may at any time change that party's domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which the process can be served.

46.3 Any notice to a party:

46.3.1 Sent by prepaid registered post in a correctly addressed envelope, to it, shall be deemed to have been received on the 7th (seventh) day after posting unless the contrary is proved);

46.3.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium, shall be deemed to have been received on the day of delivery; or

46.3.3 Sent by telefax or email to its chosen telefax or email number, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

47 PERIOD OF CONTRACT

47.1 The period of this contract is 36 months (3 years)

SECTION K: SPECIFICATIONS

LIST OF ITEMS

ADMINISTRATION GIVING SETS: ***NEEDLE-FREE ADMINISTRATION SETS AND BLOOD GIVING SETS; EXTENSION SETS; IVI FLUID ACCESS DEVICES; SECUREMENT DEVICES FOR LINES AND CATHETERS***

NEEDLE-FREE BLOOD ADMINISTRATION SETS		
PACKAGING	**CATALOGUE NUMBER**	**DESCRIPTION**
Box of 50 units	30 305 01	Needle-free Blood Administration Set - Standard Bore ID: **3mm ± 0.2mm** Length: **± 200cm**
	30 305 03	Needle-free Blood Administration Set - High-Capacity Tubing ID: **± 4mm** Length: **± 200cm**
	30 305 05	Needle-free Blood Administration Set - **Double Spike**; Standard Bore ID: **3mm ± 0.2mm** Length: **± 200cm**
NEEDLE FREE ADMINISTRATION SETS		
PACKAGING	**CATALOGUE NUMBER**	**DESCRIPTION**
Box of 50 units	30 306 43	**Needle-free** Intravenous Administration Set**: 20 Dropper,** for **Adult** use with **1 Neutral Displacement port** and **One-way Check Valve** just above needle-free port
	30 306 44	**Needle-free** Intravenous Administration Set: **20 Dropper,** for **Adult** use with **1 Neutral Displacement port**
	30 306 45	**Needle-free** Intravenous Administration Set: **20 Dropper,** for **Adult** use with **2 Neutral Displacement ports** and **2 One-way Check Valves**
	30 306 46	**20 Dropper Needle-free** intravenous administration set for **Adult** use **– 2 Neutral Displacement ports**
	30 306 47	**Needle-free** Intravenous Administration Set: **20 Dropper,** for **Adult** use with **3 Neutral Displacement ports** and **3 One-way Check Valves**
	30 306 48	**Needle-free** Intravenous Administration Set for **Paediatric use: 60 Dropper** with **1 Neutral Displacement Port** and **1 One-way Check Valve** just above needle-free port.
	30 306 49	**Needle-free** Intravenous Administration Set for **Paediatric use: 60 Dropper** with **1 Neutral Displacement Port**
BURETTE		
PACKAGING	**CATALOGUE NUMBER**	**DESCRIPTION**
Box of 50 units	30 306 50	**150ml Burette** with a **60 Dropper Administration Set**
	30 306 51	**150ml Burette**

CENTRAL VENOUS MANOMETER		
PACKAGING	**CATALOGUE NUMBER**	**DESCRIPTION**
Box of 50 units	30 306 52	Central venous manometer - **Rigid Tubing**
	30 306 53	Central venous manometer - **Soft Tubing**
MINI-VOLUME EXTENSION SETS		
PACKAGING	**CATALOGUE NUMBER**	**DESCRIPTION**
Box of 50 units	30 306 56	**Needle-free Infant Mini-Volume Extension Set** with a **T-connector needle-injection port** and a proximal **bi-directional Anti-reflux/ Positive Pressure** port and **distal male luer-slip connector.**
	30 306 57	**Needle-free Paediatric Mini-Volume Extension Set** with a proximal bi-directional **Anti-reflux/ Positive Pressure** port and distal **male luer-slip connector.**
	30 306 60	**Needle-Free Adult Mini-Volume Extension Set** with a proximal **Neutral Displacement** port and distal **male luer-slip connector.**
	30 306 61	**Needle-Free Adult Mini-Volume Extension Set** with a proximal **Neutral Displacement** port and distal male **luer-slip with retractable spin collar.**
	30 307 00	**Needle-free Neonatal/Infant Microbore Extension Set** with a **T-connector needle-injectio port** and a **proximal** bi-directional Anti-reflux/ Positive Pressure port and **distal** male luer-slip connector. **Dressing** and **Securement Device** included
	30 307 01	**Needle-free Paediatric** Mini-Volume Extension Set with a **proximal** bi-directional Anti-reflux/ Positive Pressure port and **distal** male luer-slip connector. **Dressing** and **Securement Devic** included
	30 307 02	**Needle-Free Adult** Mini-Volume Extension Set with a **Proximal** Neutral Displacement port and **distal** male luer slip connector. **Dressing** and **Securement Device** included**.**
	30 307 03	**Needle-Free Adult** Mini-Volume Extension Set with a **Proximal** Neutral Displacement port and **distal** male luer slip with retractable spin collar. **Dressing** and **Securement Device** included**.**
EXTENSION SETS USED IN ANAESTHETICS AND PAEDIATRICS:		
Packaging:	**CATALOGUE NUMBER**	**DESCRIPTION**
Box of 50 units	30 306 62	**Bifurcated Standard Bore Extension Set** with **2 Neutral Displacement** needle-free ports proximally
	30 306 63	**Bifurcated Microbore extension set** with **2 Anti-reflux/ Positive Pressure Needle-free Ports** proximally and removable slide clamps on all the extensions.
	30 306 64	**Trifurcated Standard Bore extension set** with **3 Neutral Displacement Needle-free Ports** proximally and **no** side clamps.

	30 306 65	**Trifurcated Minibore extension set** with **3 Anti-reflux/ Positive Pressure Needle-free Ports** proximally and removable slide clamps on all the extensions.
	30 306 66	**Trifurcated Standard Bore extension set** with **3 Neutral Displacement Needle-free Ports** proximally and slide clamps on all the extensions.
	30 306 67	**Trifuse Anaesthetic extension set** with **3 Neutral Displacement Needle-free Ports** and **Small** and **Standard** bore tubing.
	30 306 68	**Quadrucated standard bore extension set** with **4 Neutral Displacement Needle-free Port**s proximally and clamps on all the extensions
	30 306 69	**Quadrucated standard bore extension set** with **4 Neutral Displacement Needle-free Port**s proximally and clamps on all the extensions
NEEDLE-FREE EXTENSION SETS WITH NEEDLE-FREE PORTS INCORPORATED INTO 'Y' SITES		
Packaging:	**CATALOGUE NUMBER**	**DESCRIPTION**
Box of 50 units	30 306 70	**Standard bore** Extension Set with **2 Neutral Displacement Needle-free Ports** incorporated into '**y' sites** on the same extension - **18-22cm**
	30 306 71	**Standard bore** Extension Set with **3 Neutral Displacement Needle-free Ports** incorporated into '**y' sites** on the same extension - **18-22cm**
	30 306 72	**Standard bore** Extension Set with **4 Neutral Displacement Needle-free Ports** incorporated into '**y' sites** on the same extension - **18-22cm**
	30 306 73	**Minibore** Extension Set with **4 Coloured Neutral Displacement Needle-free Ports** incorporated into **'y' sites** on the same extension - **30-40cm**
	30 306 74	**Dial Precision Flow Controller** Extension Set with **1 Neutral Displacement Needle-Free port** incorporated into **'y' site** and dial to control flow rate. Standard bore tubing **40 - 60cm**
WINGED BUTTERFLY NEEDLE		
PACKAGING	**CATALOGUE NUMBER**	**DESCRIPTION**
Box of 50 units	30 306 75	**Winged Butterfly Needle** for intermittent infusion - Needle: **21G (0.8mm)** Tubing: **7-15mm**
	30 306 76	**Winged Butterfly Needle** for intermittent infusion - Needle: **23G (0.6mm)** Tubing: **7-15mm**
EXTENSION SETS		
PACKAGING	**CATALOGUE NUMBER**	**DESCRIPTION**
Box of 50 units	30 306 77	**Standard Bore** Extension Set ID: **2.8mm**; Length: **180 - 200cm**
	30 306 78	**Adsorption-Free** Extension Set. Clear Length: **15cm**
	30 306 79	**Adsorption-Free Light-Protected** Extension set. Length: **120 - 150cm**
	30 306 80	**High-Capacity** Extension set for infusion of **viscous solutions.** ID: **± 4.4mm** Length: **90 -**

		120cm
	30 306 81	**Standard Bore** Extension Set. ID: **± 2.8mm** Length: **75 - 100cm**
	30 306 82	**Microbore** Extension Set. ID: **± 1.4mm** Length: **75 - 100cm**
	30 306 83	**Microbore Spiral** Extension Set. ID: **± 1.4mm** Length: **300cm**
	30 306 84	**Standard Bore** Extension Set with a **3-way Stopcock** proximally. ID: **± 2.8mm** Length: **100cm**
	30 306 85	**Standard Bore Long** Extension Set with a **3-way Stopcock** proximally. ID: **± 2.8mm** Length: **150 - 200cm**

STAND-ALONE NEEDLE-FREE PORT

PACKAGING	CATALOGUE NUMBER	DESCRIPTION
Box of 100 units	30 306 86	Stand-alone **Neutral Displacement needle-free Closure Device**
	30 306 87	**Stand-alone Anti-reflux/ Positive Pressure needle-free Closure Device**
	30 306 88	Stand-alone **Arterial Neutral Displacement needle-free Closure Device - RED**

DLE-FREE ACCESS DEVICES

PACKAGING	CATALOGUE NUMBER	DESCRIPTION
Box of 100 units	30 306 89	**Intravenous bag access spike** with **needle-free port** for intermittent withdrawal of solution
	30 306 90	**Intravenous bag access spike** with **back-check valve** and **needle-free port** for intermittent withdrawal of solution.
	30 306 91	**Multi-dose vial adapter** with **needle-free port** for insertion into the rubber stopper of the vial and intermittent withdrawal of a drug.

THREE-WAY STOPCOCK

PACKAGING	CATALOGUE NUMBER	DESCRIPTION
Box of 100 units	30 306 93	**Three-way Stopcock**
	30 306 94	**Three-way Stopcock** with **1 needle-free port**

FILTERS FOR TPN AND IV SOLUTION

PACKAGING	CATALOGUE NUMBER	DESCRIPTION
Box of 100	30 306 95	**Filter for IV solution (clear fluids) –** Neonatal To filter clear fluids from particles and organisms in administration to neonates

units	30 306 96	**Filter for TPN - Neonatal** to filter out large lipid particles, particle contamination and microbiological organisms from TPN administered to neonates
SECUREMENT DEVICES FOR LINES AND CATHETERS		
PACKAGING	**CATALOGUE NUMBER**	**DESCRIPTION**
Per Unit	30 392 42	Central venous line securement device
	30 392 44	Neonatal PICC line securement device
	30 392 45	Neonatal Umbilical line securement device
	30 392 46	Small Peripheral line securement device to accommodate tubing sizes: ± 7.8cm x 2cm
	30 392 47	Large Peripheral line securement device to accommodate tubing sizes: ± 9cm x 3cm
	30 392 48	Nasogastric tube securement device - Adult
	30 392 49	Nasogastric tube securement device - Child
	30 392 50	Foley Catheter securement device
PATIENT CONTROLLED ANALGESIA PUMP		
PACKAGING:	**CATALOGUE NUMBER**	**DESCRIPTION**
Per Unit	PCAD	**Patient controlled analgesia pump -** disposable Volume: **100ml** Basal rate**: 0ml** Bolus volume**: 1ml** Lockout time: **6min**

SPECIFICATION FOR NEEDLE-FREE PORTS
The needle-free port must have no caps or covers The external septum should have minimal contact with the fluid path and flow should be linear with minimal dead space Should provide an adequate physical barrier to bacteria for a minimum of **72 hours** and at least 100 activations without damaging the integrity of the product The port should be rendered faulty if accessed with a needle and therefore discarded The ports and sets must be compatible with lipids (TPN), chemotherapy drugs, alcohol and chlorhexidine for cleaning Priming volumes and flow rates through the needle-free valves must be provided **Suitable scientific literature** must be supplied at the time of bidding and evaluation

NEEDLE-FREE BLOOD GIVING SETS:

NEEDLE-FREE BLOOD ADMINISTRATION SETS - COLLECTIVE REQUIREMENTS
Purpose: For blood administration with a needle-free port for access The set must consist of : - A **trocar spike** for perforation of the blood container that fits comfortably into the connector and is able to withstand high pressures without leakage or disengaging - A **non-vented single/double 10-20 drops/ml drip chamber** that is made from soft material that is flexible and can be easily pinched. - The chamber must have a **170 – 200µ filter** with a built-in mesh to allow **10 - 20 drops/ml** and an air-tight **hydrophobic air filter**: **0.2µ** that prevents the ingress of airborne microbial contamination and protects against air infusion. - A **flow regulating roller clamp** distal to drip chamber that must completely occlude flow in the closed position and is easily adjustable to control rates between the open and closed positions. - **Tubing** that is kink resistant and **± 200cm** in length - **A needle-free port/ports** incorporated into a 'y' site - A **luer slip connector** with a **retractable rotating spin collar attachment** at the distal end The distal end must be smooth and non-abrasive with a small footprint to prevent pressure on skin. The connector ends should be protected. All the components must be manufactured from medical grade plastic that is pyrogen, DEHP and latex free For single use only, sterile and individually packed in a peel pouch that is easy to open As per **ISO 1135-4** **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: Box of 50 units

ITEM:	See **NEEDLE-FREE BLOOD ADMINISTRATION SETS -** COLLECTIVE REQUIREMENTS:
30 305 01	Needle-free Blood Administration Set - **Standard Bore** ID: **3mm ± 0.2mm** Length: **± 200cm** Flow rate: **1000 ml/30 min** (at normal temperatures and pressures) and **500ml/2 min** (at pressures of 225 mmHg)
30 305 03	Needle-free Blood Administration Set - **High-Capacity Tubing** ID: **± 4mm** Length: **± 200cm** Flow rate: **≥ 380 ml/min** and a large open area to reduce shear stress if run at high rates.
30 305 05	Needle-free Blood Administration Set - **Double Spike; Standard Bore** ID: **3mm ± 0.2mm** Length: **± 200cm** Flow rate: **1000ml/30 min** (at normal temperatures and pressures) and **500ml/2 min** (at pressures of 225 mmHg) The set must have **2 separate trocar spikes** that are fitted with flow regulating roller clamps and connected to a **single non-vented drip chamber.**

NEEDLE FREE ADMINISTRATION SETS - **ADULT**- COLLECTIVE REQUIREMENTS

Purpose: For intravenous fluid administration
The set must consist of

- A vented **trocar spike** for perforation of the IV container that fits comfortably into the connector and is able to withstand high pressures without leakage or disengaging.
- A **vented 20 drops/ml drip chamber** that is made from soft material that is flexible and can be easily pinched.
- A **flow regulating roller clamp** distal to drip chamber that must completely occlude flow in the closed position and is easily adjustable to control rates between the open and closed positions.
- **Standard bore tubing** that is kink resistant and **> 180cm** in length.
- **Neutral Displacement needle-free port/ports** incorporated into a 'y' site.
- Residual volume: **< 0.08 ml** Priming volume: **< 0.1ml** or max 0.5% valve volume.
- A **luer slip connector** with a **retractable rotating spin collar attachment at** the distal end.
- The distal end must be smooth and non-abrasive with a small footprint to prevent pressure on skin.
- The connector ends should be protected.

All the components must be manufactured from medical grade plastic that is pyrogen, DEHP and latex free
For single use only, sterile and individually packed in a peel pouch that is easy to open
As per **SANS 1775-1:2011**

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: Box of 50 units

ITEM:	See NEEDLE FREE ADMINISTRATION SETS Adult - COLLECTIVE REQUIREMENTS
30 306 43	Needle-free Intravenous Administration Set for Adult: 20 Dropper with 1 Neutral Displacement port and 1 One-way Check Valve just above needle-free port
30 306 44	Needle-free Intravenous Administration Set for Adult: 20 Dropper with 1 Neutral Displacement port
30 306 45	Needle-free Intravenous Administration Set for Adult: 20 Dropper with 2 Neutral Displacement ports and 2 One-way Check Valves Check Valves incorporated between the drip chamber and 1st needle-free port; 2nd between the 2 needle-free ports.
30 306 46	Needle-free Intravenous Administration Set for Adult: 20 Dropper with 2 Neutral Displacement ports
30 306 47	Needle-free Intravenous Administration Set for Adult: 20 Dropper with 3 Neutral Displacement ports and 3 One-way Check Valves. Length ≥ 230cm Check Valves incorporated above the proximal needle-free port & each of the 2 distal needle-free ports. A roller clamp must be inserted above the 2 distal needle-free ports

NEEDLE FREE ADMINISTRATION SETS - PAEDIATRIC - COLLECTIVE REQUIREMENTS

Purpose: For intravenous fluid administration
The set must consist of

- A vented trocar spike for perforation of the IV container that fits comfortably into the connector and is able to withstand high pressures without leakage or disengaging
- A vented 60 drops/ml drip chamber that is made from soft material that is flexible and can be easily pinched.
- A flow regulating roller clamp distal to drip chamber that must completely occlude flow in the closed position and is easily adjustable to control rates between the open and closed positions.
- Standard bore tubing that is kink resistant and > 180 cm < 200 cm in length
- Neutral Displacement needle-free port/ports incorporated into a 'y' site
  Residual volume: < 0.08 ml Priming volume: < 0.1 ml or max 0.5% valve volume
- A luer slip connector with a retractable rotating spin collar attachment at the distal end
- The distal end must be smooth and non-abrasive, and the footprint must be small to prevent pressure on skin

- The connector ends should be protected.

All the components must be manufactured from medical grade plastic that is pyrogen, DEHP and latex free
For single use only, sterile and individually packed in a peel pouch that is easy to open
As per SANS 1775-1:2011

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: Box of 50 units

ITEM:	See **NEEDLE FREE ADMINISTRATION SETS PAEDIATRIC**- COLLECTIVE REQUIREMENTS
30 306 48	**Needle-free** Intravenous Administration Set for **Paediatric** use: **60 Dropper** with **1 Neutral Displacement Port** and **1 One-way Check Valve** just above needle-free port.
30 306 49	**Needle-free** Intravenous Administration Set for **Paediatric** use: **60 Dropper** with **1 Neutral Displacement Port**

BURETTE - COLLECTIVE REQUIREMENTS

Purpose: For controlled intravenous fluid administration in children
The set must consist of

- A vented **trocar spike** for perforation of the IV container that fits comfortably into the connector and doesn't leak
- A **flow regulating roller clamp** between the trocar and a burette chamber
- A **150ml** calibrated burette chamber with a **needle-free** port and filtered air inlet /vent situated on the top of the chamber
- A sturdy hanging manifold attached to the top of the burette

Burette to end with a short length of **connector tubing** with a slide clamp and cap - that accommodates an administration set **OR** a paediatric administration set with a **vented 60 drops/ml drip chamber** with **standard bore** tubing **> 180cm < 200cm** with a **luer slip connector** with a **retractable rotating spin collar attachment at** the distal end.

- The distal end must be smooth and non-abrasive, and the footprint must be small to prevent pressure on skin
- The connector ends should be protected.

All the components must be manufactured from medical grade plastic that is pyrogen, DEHP and latex free
For single use only, sterile and individually packed in a peel pouch that is easy to open
As per **SANS 1775-1:2011**

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: Box of 50 units

ITEM:	See **BURETTE** - COLLECTIVE REQUIREMENTS
30 306 50	**150ml Burette** with a **60 Dropper Administration Set**
30 306 51	**150ml Burette**

CENTRAL VENOUS MANOMETER - COLLECTIVE REQUIREMENTS

Purpose: For the indirect measurement of a patients' fluid status
The set must consist of 3 parts:
Proximally:

- A vented **trocar spike** for perforation of the IV container that fits comfortably into the connector and doesn't leak or disengage
- A **vented 20 drops/ml drip chamber** that is made from soft material that is flexible and can be easily pinched.
- A **flow regulating roller clamp** distal to drip chamber that must completely occlude flow in the closed position and is easily adjustable to control rates between the open and closed positions.
- **Standard bore tubing** that is kink resistant and **± 180cm** ending in a **female luer lock** connector which connects to the **3-way stop cock**.

Manometer: Length **≥ 35cm**

- A rigid or soft manometer attached via a luer-lock connection to the central port of the **3-way stopcock**
- It must have a means of indicating the fluid level within the tubing, must be graduated in **1 cm** markings and must have a vented cap at its distal end.

Distal tubing:

- **Standard bore** kink resistant tubing **± 120cm** that connects to the **3-way stopcock**
- Must have male luer lock connectors at each end and Y-injection port near distal end.
- The connector ends should be protected

All the components must be manufactured from medical grade plastic that is pyrogen, DEHP and latex free
For single use only, sterile, and individually packed in a peel pouch that is easy to open
As per **SANS 1775-1:2011**

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: Box of 50 units

ITEM:	See **CENTRAL VENOUS MANOMETER** - COLLECTIVE REQUIREMENTS:
30 306 52	Central venous manometer **- Rigid tubing**
30 306 53	Central venous manometer **- Soft Tubing**

MINI-VOLUME EXTENSION SETS

NEEDLE-FREE MINI-VOLUME EXTENSION SET - COLLECTIVE REQUIREMENTS
Consist of a short-line of **kink resistant tubing** with a **needle-free port proximally** **Priming volumes of the set, and documentation of port compliance must be provided with the bid and during evaluation** The distal end must be smooth and non-abrasive. Footprint must be small to prevent pressure on skin All the components must be manufactured from medical grade plastic that is pyrogen, DEPH and latex free For single use, sterile and individually packed in a peel pouch that is easy to open As per **SANS 1775-1:2011** **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: Box of 50 units

ITEM	See **NEEDLE-FREE MINI-VOLUME EXTENSION SET -** COLLECTIVE REQUIREMENTS
30 306 56	**Needle-free Infant Mini-Volume Extension Set** with a **T-connector needle-injection port** and a **proximal** bi-directional **Anti-reflux/ Positive Pressure** port and **distal** male **luer-slip connector.** **Microbore** tubing: Length: **8 - 12cm;** Priming Volume: **< 0.4ml** **Flow rate** through needle free valve at least **100ml/min** at gravity With a **removable side clamp** between the male connector and female connector.
30 306 57	**Needle-free Paediatric Mini-Volume Extension Set** with a **proximal** bi-directional **Anti-reflux/ Positive Pressure** port and **distal** male **luer-slip connector.** **Microbore** tubing: Length: **8 - 12cm;** Priming Volume: **< 0.4ml** **Flow rate** through needle free valve at least **100ml/min** at gravity
30 306 60	**Needle-Free Adult Mini-Volume Extension Set** with a **proximal Neutral Displacement** port and **distal** male **luer-slip connector.** **Standard bore** tubing: Length: **12 - 18cm;** Priming Volume: **≤ 0.8 ml** **Flow rate** through needle free valve at least **165ml/min** at gravity
30 306 61	**Needle-Free Adult Mini-Volume Extension Set** with a **proximal Neutral Displacement** port and **distal** male **luer-slip with retractable spin collar.** **Standard bore** tubing: Length: **12 - 18cm;** Priming Volume: **≤ 0.8ml** **Flow rate** through needle free valve at least **165ml/min** at gravity

MINI-VOLUME EXTENSION SET with INCORPORATED DRESSING and STRAPPING - COLLECTIVE REQUIREMENTS
Consist of a short-line of **kink resistant tubing** with a **needle-free port proximally** **Priming volumes of the set, and documentation of port compliance must be provided with the bid and during evaluation** The distal end must be smooth and non-abrasive. Footprint must be small to prevent pressure on skin Must include a **hypoallergenic,** sterile, individually packed **Waterproof Dressing** and **Securement Device.** The securement device must be hypoallergenic, adjustable to accommodate a wide range of small tubing sizes and integrated onto a fixation pad Must be able to be easily inspected and adjusted with gloved hands All the components must be manufactured from medical grade plastic that is pyrogen, DEHP and latex free For single use only, sterile, and individually packed in a peel pouch that is easy to open As per **SANS 1775-1:2011 or equivalent ISO 13485** **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: Box of 50 units

ITEM	**See MINI-VOLUME EXTENSION SET with INCORPORATED DRESSING and STRAPPING -** COLLECTIVE REQUIREMENTS
30 307 00	**Needle-free Neonatal/Infant Mini-Volume Extension Set** with a **T-connector needle-injection port** and a **proximal** bi-directional Anti-reflux/ Positive Pressure port and **distal** male luer slip connector. **Dressing** and **Securement Device** included**.** Microbore tubing: Length: **8 - 12cm;** Priming Volume: **< 0.4ml** **Flow rate** through needle free valve at least **100ml/min** at gravity With a **removable side clamp** between the male connector and female connector. **Hypoallergenic dressing:** ± 3.8cm x 4.5cm **Securement device:** 7.8cm x 2cm
30 307 01	**Needle-free Paediatric Mini-Volume Extension Set** with a **proximal** bi-directional Anti-reflux/ Positive Pressure port and **distal** male luer slip connector. **Dressing** and **Securement Device** included**.** Microbore tubing: Length: **8 - 12cm;** Priming Volume: **< 0.4ml** **Flow rate** through needle free valve at least **100ml/min** at gravity **Hypoallergenic dressing:** ± 5cm x 6cm **Securement device:** 7.8cm x 2cm
30 307 02	**Needle-Free Adult** Mini-Volume Extension Set with a **proximal** Neutral Displacement port and **distal** male luer slip connector. **Dressing** and **Securement Device** included**.** **Standard bore** tubing: Length: **12 - 18cm;** Priming Volume: **≤ 0.8ml** **Flow rate** through needle free valve at least **165ml/min** at gravity **Hypoallergenic dressing:** ± 6.5cm x7cm **Securement device:** ± 9cm x 3cm
30 307 03	**Needle-Free Adult Mini-Volume Extension Set** with a **proximal Neutral Displacement** port and **distal** male luer slip with retractable spin collar. **Dressing** and **Securement Device** included**.** **Standard bore** tubing: Length: **12 - 18cm;** Priming Volume: **≤ 0.8ml.** **Flow rate** through needle free valve at least **165ml/min** at gravity **Hypoallergenic dressing:** ± 6.5cm x7cm **Securement device:** ± 9cm x 3cm

NEEDLE-FREE EXTENSION SETS WITH MULTIPLE EXTENSIONS

NEEDLE-FREE EXTENSION SETS WITH MULTIPLE EXTENSIONS - COLLECTIVE REQUIREMENTS
Consist of short-lines of **kink resistant tubing** with **needle-free port proximally** Length between needle-free ports and distal ends: **13 - 20cm** (unless otherwise specified) **Priming volumes of the set, and documentation of port compliance must be provided with the bid and during evaluation** Distal end: **luer slip** with **retractable spin collar** that is protected/capped The distal end must be smooth and non-abrasive. Footprint must be small to prevent pressure on skin The spin collar must retract well to allow the luer slip to connect firmly before attaching the collar All the components must be manufactured from medical grade plastic that is pyrogen, DEPH and latex free For single use, sterile and individually packed in a peel pouch that is easy to open As per **SANS 1775-1:2011** **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: Box of 50 units

ITEM	See **NEEDLE FREE EXTENSION SETS WITH MULTIPLE EXTENSIONS** - COLLECTIVE REQUIREMENTS
30 306 62	**Bifurcated Standard Bore** extension set with **2 Neutral Displacement Needle-free Ports** proximally. **Flow rate** through needle-free valve **≥ 165ml/min** at gravity
30 306 63	**Bifurcated Microbore** extension set with **2 Anti-reflux/ Positive Pressure Needle-free Ports** proximally and removable slide clamps on all the extensions. **Flow rate** through needle-free valve **≥ 100ml/min** at gravity
30 306 64	**Trifurcated Standard Bore** extension set with **3 Neutral Displacement Needle-free Ports** proximally and no side clamps. **Flow rate** through needle-free valve **≥ 165ml/min** at gravity
30 306 65	**Trifurcated Minibore** extension set with **3 Anti-reflux/ Positive Pressure Needle-free Ports** proximally and removable slide clamps on all the extensions. **Flow rate** through needle-free valve **≥ 100ml/min** at gravity
30 306 66	**Trifurcated Standard Bore** extension set with **3 Neutral Displacement Needle-free Ports** proximally and slide clamps on all the extensions. **Flow rate** through needle free valve at least **165ml/min** at gravity
30 306 67	**Trifuse Anaesthetic** extension set with **3 Neutral Displacement Needle-free Ports** and **Small** and **Standard** bore tubing. 1 standard bore extension Length: **26cm;** 2 minibore tubing extensions with **anti-siphon valves** Length: **10cm**
30 306 68	**Quadrucated standard bore** extension set with **4 Neutral Displacement Needle-free Ports** proximally and **clamps** on all the extensions Length between needle-free ports and distal end: **≥ 15 cm** **Flow rate** through needle-free valve **≥ 165ml/min** at gravity There should be no mixing of fluid in the tubing to prevent precipitation of drugs
30 306 69	**Quadrucated Microbore** extension set with **4 Anti-reflux/ Positive Pressure Needle-free Ports** proximally and **clamps** on all the extensions Length between needle-free ports and distal end: **≥ 15 cm** **Flow rate** through needle-free valve **≥ 100ml/min** at gravity There should be no mixing of fluid in the tubing to prevent precipitation of drugs

NEEDLE-FREE EXTENSION SETS WITH NEEDLE-FREE PORTS INCORPORATED INTO 'Y' SITES - COLLECTIVE REQUIREMENTS

Consist of short-lines of **kink resistant tubing** with **needle-free ports** incorporated into y-sites
Priming volumes of the set, and documentation of port compliance must be provided with the bid and during evaluation
Proximal end: **female** connector with plastic screw cap
Distal end: **luer slip** with **retractable spin collar** that is protected/capped
The distal end must be smooth and non-abrasive. Footprint must be small to prevent pressure on skin
The spin collar must retract well to allow the luer slip to connect firmly before attaching the collar

All the components must be manufactured from medical grade plastic that is pyrogen, DEPH and latex free
For single use, sterile and individually packed in a peel pouch that is easy to open
As per **SANS 1775-1:2011**

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: Box of 50 units

ITEM	See **NEEDLE FREE EXTENSION SETS WITH NEEDLE-FREE PORTS INCORPORATED INTO 'Y' SITES** - COLLECTIVE REQUIREMENTS
30 306 70	**Standard bore** Extension Set with **2 Neutral Displacement Needle-free Ports** incorporated into 'y' sites on the same extension - **18-22cm**
30 306 71	**Standard bore** Extension Set with **3 Neutral Displacement Needle-free Ports** incorporated into 'y' sites on the same extension - **18-22cm**
30 306 72	**Standard bore** Extension Set with **4 Neutral Displacement Needle-free Ports** incorporated into 'y' sites on the same extension - **18-22cm**
30 306 73	**Minibore** Extension Set with **4 Coloured Neutral Displacement Needle-free Ports** incorporated into 'y' sites on the same extension - **30-40cm**
30 306 74	**Dial Precision Flow Controller** Extension Set with **1 Neutral Displacement Needle-Free port** incorporated into 'y' site and **dial** to control flow rate. Standard bore tubing **40 - 60cm** Flow regulator must control fluid flow: Range: **≤ 5** ml/hr - 250ml/hr.

WINGED BUTTERFLY NEEDLE - COLLECTIVE REQUIREMENTS

Purpose: For use as phlebotomy device or administration of fluid
Consists of a thin-walled **needle** with flexible wings to allow for easy manipulation - manufactured from medical grade steel and rubber sheathed
Must have a flat profile and small hub size accommodate scalp vein punctures in pediatrics and neonates
Must be bonded to a kink-resistant transparent **extension tube** that terminates with a luer lock connector
All the components must be manufactured from medical grade plastic that is pyrogen, DEPH and latex free
For single use, sterile and individually packed in a peel pouch that is easy to open
Must comply with the latest issue of **SANS 305:2011**

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: **50 units/box**
Price per box

ITEM	See **WINGED BUTTERFLY NEEDLE** - COLLECTIVE REQUIREMENTS
30 306 75	**Winged Butterfly** needle for intermittent infusion - Needle: **21G (0.8mm)** Tubing: **7-15mm**
30 306 76	**Winged Butterfly** needle for intermittent infusion - Needle: **23G (0.6mm)** Tubing: **7-15mm**

EXTENSION SETS USED WITH SYRINGE DRIVERS AND AS EXTENSIONS

EXTENSION SETS - COLLECTIVE REQUIREMENTS
Purpose: Used as an extension between intravenous devices Consists of kink-resistant tubing with 1 male connector proximally and 1 female luer-lock connector distally. All the components must be manufactured from medical grade plastic that is pyrogen, DEPH and latex free For single use, sterile and individually packed in a peel pouch that is easy to open As per **SANS 1775-1:2011** **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: Box of 50 units

ITEM	See **EXTENSION SETS** - COLLECTIVE REQUIREMENTS
30 306 77	**Standard Bore** Extension Set ID: **2.8mm;** Length: **180 - 200cm**
30 306 78	**Adsorption-Free** Extension Set. Clear Length: **15cm**
30 306 79	**Adsorption-Free Light-Protected** Extension set. Length: **120 - 150cm**
30 306 80	**High-Capacity** Extension set for infusion of viscous solutions. ID: **± 4.4mm** Length: **90 - 120cm**
30 306 81	**Standard Bore** Extension Set. ID: **± 2.8mm** Length: **75 - 100cm**
30 306 82	**Microbore** Extension Set. ID: **± 1.4mm** Length: **75 - 100cm**
30 306 83	**Microbore Spiral** Extension Set. ID: **± 1.4mm** Length: **300cm**
30 306 84	**Standard Bore** Extension Set with a **3-way Stopcock** proximally. ID: **± 2.8mm** Length: **100cm**
30 306 85	**Standard Bore** Long Extension Set with a **3-way Stopcock** proximally. ID: **± 2.8mm** Length: **150 - 200cm**

IV FLUID ACCESS DEVICES AND OTHER CONNECTORS

STAND-ALONE NEEDLE-FREE PORT
Purpose: To convert a capped site/ open luer into a needle-free port **The stand-alone needle-free port must** have no caps or covers Must be able to fit all standard luer intravenous connectors and must maintain a 'closed system'. Manufactured from medical grade plastic that is latex-free, non-pyrogenic, DEHP free For single use, sterile and individually packed in peel pouch/blister pack that is easy to open **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: Box of 100 units

ITEM	See **STAND-ALONE NEEDLE-FREE PORT -** COLLECTIVE REQUIREMENTS
30 306 86	Stand-alone **Neutral Displacement needle-free Closure Device** Flow rate **≥ 165ml/min** at gravity. Residual volume: **< 0.06 ml** Priming volume: **< 0.1ml** Negative fluid displacement: **< 0.05ml**
30 306 87	Stand-alone **Anti-reflux/ Positive Pressure needle-free Closure Device** Must have a bidirectional valve to reduce all types of reflux into the catheter Flow rate **≥ 105ml/min** at gravity. Residual volume: **< 0.1ml**
30 306 88	Stand-alone **Arterial Neutral Displacement needle-free Closure Device - RED** Residual volume: **< 0.06ml** Priming volume: **< 0.1ml** Negative fluid displacement: **< 0.05ml** Must resist a minimum **150 psig** backpressure

NEEDLE-FREE ACCESS DEVICES - COLLECTIVE REQUIREMENTS
Access device with a needle-free port

Manufactured from medical grade plastic that is latex-free, non-pyrogenic, DEHP free
For single use, sterile and individually packed in peel pouch/blister pack that is easy to open

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: Box of 100 units

ITEM	See **NEEDLE-FREE ACCESS DEVICES -** COLLECTIVE REQUIREMENTS
30 306 89	**Intravenous bag access spike** with **needle-free port** for intermittent withdrawal of solution
30 306 90	**Intravenous bag access spike** with **back-check valve** and **needle-free port** for intermittent withdrawal of solution.
30 306 91	**Multi-dose vial adapter** with **needle-free port** for insertion into the rubber stopper of the vial and intermittent withdrawal of a drug.

THREE-WAY STOPCOCK - COLLECTIVE REQUIREMENTS

Consists of a transparent **3-way stopcock** with a tap that rotates in **360°** and has a flow indicator on the tap to indicate the position of open ports.
Must have colour coding for arterial and venous identification
Must have **2 female** fully threaded luer-lock ports and **1 male** luer fitting port with a rotating security lock.

Manufactured from medical grade plastic that is latex-free, non-pyrogenic, DEHP free
For single use, sterile and individually packed in peel pouch/blister pack that is easy to open

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: Box of 100 units

ITEM	See **NEEDLE-FREE ACCESS DEVICES -** COLLECTIVE REQUIREMENTS
30 306 93	**Three-way Stopcock**
30 306 94	**Three-way Stopcock** with **1 needle-free port**

FILTERS FOR TPN AND IV SOLUTION - COLLECTIVE REQUIREMENTS
Consists of a plastic filter with kink resistant microbore tubing and a sliding clamp. Must eliminate air. For single use only, sterile, and individually packed in peel pouch with view paper that is easy to open Manufactured from medical grade plastic that is latex-free, non-pyrogenic, DEHP free For single use, sterile and individually packed in peel pouch/blister pack that is easy to open **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: Box of 100 units

ITEM	See **FILTERS FOR TPN AND IV SOLUTION -** COLLECTIVE REQUIREMENTS
30 306 95	**Filter** for **IV** solution (clear fluids) – **Neonatal** to filter clear fluids from particles and organisms in administration to neonates Hold-up volume **0.4ml**; Flow rate **± 110ml/hr** Filter must be **0.2 micron** Polyethersulfone (PES) positively charged membrane, retaining particles down to nano size as well as microorganisms and associated endotoxins For **≥ 96**-hour endotoxin retention Clear slim housing must be **branded**
30 306 96	**Filter** for **TPN - Neonatal** to filter out large lipid particles, particle contamination and microbiological organisms from TPN administered to neonates Hold-up volume **0.8 ml**; Flow rate **± 75ml/hr** Filter must be **1.2 micron** Polyethersulfone (PES) Membrane Super membrane - must retain particulate contamination, oversized lipid droplets, microbiological contaminants including fungi For **24**-hour use Transparent blue housing must be **branded**

SECUREMENT DEVICES FOR LINES AND CATHETERS

SECUREMENT DEVICES – COLLECTIVE REQUIREMENTS
For single use, sterile and individually packed in peel pouch with view paper Latex-free, non-pyrogenic, hypoallergenic and DEHP free **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: Per unit

ITEM	See **SECUREMENT DEVICES –** COLLECTIVE REQUIREMENTS
30 392 42	**Central venous line** securement device Consists of a large adhesive fixation area with a securement strap to secure the hub of a central venous line.
30 392 44	**Neonatal PICC** line securement device Individual pack to contain purpose designed PIC line securement device integrated onto fixation pad. Must contain hydrocolloid skin contact adhesive device, soft flexible fabric anchor pad. Must be able to accommodate a wide range of silicon / plastic hubs. Must be able to be easily inspected and adjusted with gloved hands.
30 392 45	**Neonatal Umbilical** line securement device Must contain hydrocolloid skin contact adhesive device, soft flexible fabric anchor pad. Must be able to accommodate a wide range of silicon / plastic devices. Must hold the catheter upright, without contact with the umbilical stump. Must be able to be easily inspected and adjusted with gloved hands.
30 392 46	**Small** Peripheral line securement device to accommodate tubing sizes: **7.8cm x 2cm** Individual pack to contain purpose designed peripheral line securement device integrated onto fixation pad. Must be able to accommodate a wide range of small tubing sizes: **1mm-3mm** Must be able to be easily inspected and adjusted with gloved hands.
30 392 47	**Large** Peripheral line securement device to accommodate tubing sizes: **± 9cm x 3cm** Individual pack to contain purpose designed peripheral line securement device integrated onto fixation pad. Must be able to accommodate a wide range of small tubing sizes Must be able to be easily inspected and adjusted with gloved hands.
30 392 48	Nasogastric tube securement device - **Adult** Consists of a butterfly shaped hypoallergenic adhesive plate that fits over the nasal bridge and extends onto the cheek. Must have adhesive strips to wrap securely around the the nasogastric tube
30 392 49	Nasogastric tube securement device - **Child** Consists of an H-shaped adhesive plate that fits over the nasal bridge. Must have adhesive strips to wrap securely around the the nasogastric tube Must be available in Micro, Small, Medium, and Large
30 392 50	**Foley Catheter securement device** Consists of a purpose designed hypoallergenic adjustable securement device integrated onto a fixation pad. Must be able to secure various Foley catheters - silicone; non-silicone; 2-way; 3-way and "Y" connection.

ITEM	DESCRIPTION
PCAD	**Patient controlled analgesia pump -** disposable for self- administered analgesia in selected patients Volume: **100ml** Basal rate**: 0ml** Bolus volume**: 1ml** Lockout time: **6min** Consist of an elastomeric balloon pump housed in a tamper-proof PVC reservoir. The balloon pump must be marked for volume indication. The pump must be driven by the balanced contraction of the balloon and must remain accurate even when the balloon has been replenished once The reservoir must have a clamp/connector to attach to the patients clothing

	There must be a male luer connection for filling the pump - the connector must have a one-way valve that does not allow aspiration There must be flow rate-controlled tubing attached to an infusion module – with an easy to depress button for analgesia administration. 1ml must be delivered and there must be a lockout of 6min with no background infusion The infusion module must have a bypass mechanism for set up purposes that allow for priming of the infusion tubing All components must be latex free. Must have no electronic parts For single use, sterile and individually packed in peel pouch that is easy to open **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 : Per Units

SECTION L: PRICING SCHEDULE: (SBD 3.1)

(Refer to specification schedule for item description)

Name of bidder…….....	Bid number: **ZNB 6730/2022-H**
Closing Time 11:00	Closing Date: **14/10/2022**

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

DESCRIPTION: **SUPPLY AND DELIVERY OF ADMINISTRATION GIVING SETS: NEEDLE FREE ADMINISTRATION SETS AND BLOOD GIVING SETS; EXTENSION SETS; IVI FLUID ACCESS DEVICES; SECUREMENT DEVICES FOR LINES AND CATHETERS FOR VARIOUS INSTITUTIONS: 3 YEAR CONTRACT**

No	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
1.	30 305 01	Needle-free Blood Administration Set - Standard Bore ID: **3mm ± 0.2mm** Length: **± 200cm**	Box of 50 units				
2.	30 305 03	Needle-free Blood Administration Set - High-Capacity Tubing ID: **± 4mm** Length: **± 200cm**	Box of 50 units				
3.	30 305 05	Needle-free Blood Administration Set - **Double Spike**; Standard Bore ID: **3mm ± 0.2mm** Length: **± 200cm**	Box of 50 units				
4.	30 306 43	**Needle-free** Intravenous Administration Set**: 20 Dropper,** for **Adult** use with **1 Neutral Displacement port** and **One-way Check Valve** just above needle-free port	Box of 50 units				
5.	30 306 44	**Needle-free** Intravenous Administration Set: **20 Dropper,** for **Adult** use with **1 Neutral Displacement port**	Box of 50 units				
6.	30 306 45	**Needle-free** Intravenous Administration Set: **20 Dropper,** for **Adult** use with **2 Neutral Displacement ports** and **2 One-way Check Valves**	Box of 50 units				
7.	30 306 46	**20 Dropper Needle-free** intravenous administration se for **Adult** use **– 2 Neutral Displacement ports**	Box of 50 units				

No	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
8.	30 306 47	**Needle-free** Intravenous Administration Set: **20 Dropper,** for **Adult** use with **3 Neutral Displacement ports** and **3 One-way Check Valves**	Box of 50 units				
9.	30 306 48	**Needle-free** Intravenous Administration Set for **Paediatric use: 60 Dropper** with **1 Neutral Displacement Port** and **1 One-way Check Valve** just above needle-free port.	Box of 50 units				
10.	30 306 49	**Needle-free** Intravenous Administration Set for **Paediatric use: 60 Dropper** with **1 Neutral Displacement Port**	Box of 50 units				
11.	30 306 50	**150ml Burette** with a **60 Dropper Administration Set**	Box of 50 units				
12.	30 306 51	**150ml Burette**	Box of 50 units				
13.	30 306 52	Central venous manometer - **Rigid Tubing**	Box of 50 units				
14.	30 306 53	Central venous manometer - **Soft Tubing**	Box of 50 units				
15.	30 306 56	**Needle-free Infant Mini-Volume Extension Set** with a **T-connector needle-injectio port** and a proximal **bi-directional Anti-reflux/ Positive Pressure** port and **distal male luer-slip connector.**	Box of 50 units				
16.	30 306 57	**Needle-free Paediatric Mini-Volume Extension Set** with a proximal bi-directional **Anti-reflux/ Positive Pressure** po and distal **male luer-slip connector.**	Box of 50 units				
17.	30 306 60	**Needle-Free Adult Mini-Volume Extension Set** with a proximal **Neutral Displacement** port and distal **male luer-slip connector.**	Box of 50 units				
18.	30 306 61	**Needle-Free Adult Mini-Volume Extension Set** with a	Box of 50				

No	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
		proximal **Neutral Displacement** port and distal male **luer-slip with retractable spin collar.**	units				
19.	30 307 00	**Needle-free Neonatal/Infant Microbore Extension Set** with a **T-connector needle-injection port** and a **proxima** bi-directional Anti-reflux/ Positive Pressure port and **distal** male luer-slip connector. **Dressing** and **Securement Device** included	Box of 50 units				
20.	30 307 01	**Needle-free Paediatric** Mini-Volume Extension Set with a **proximal** bi-directional Anti-reflux/ Positive Pressure port and **distal** male luer-slip connector. **Dressing** and **Securement Device** included	Box of 50 units				
21.	30 307 02	**Needle-Free Adult** Mini-Volume Extension Set with a **Proximal** Neutral Displacement port and **distal** male luer slip connector. **Dressing** and **Securement Device** included**.**	Box of 50 units				
22.	30 307 03	**Needle-Free Adult** Mini-Volume Extension Set with a **Proximal** Neutral Displacement port and **distal** male luer slip with retractable spin collar. **Dressing** and **Securement Device** included	Box of 50 units				
23.	30 306 62	**Bifurcated Standard Bore Extension Set** with **2 Neutra Displacement** needle-free ports proximally	Box of 50 units				
24.	30 306 63	**Bifurcated Microbore extension set** with **2 Anti-reflux/ Positive Pressure Needle-free Ports** proximally and removable slide clamps on all the extensions.	Box of 50 units				
25.	30 306 64	**Trifurcated Standard Bore extension set** with **3 Neutral Displacement Needle-free**	Box of 50 units				

No	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
		Ports proximally and **no** side clamps.					
26.	30 306 65	**Trifurcated Minibore extension set** with **3 Anti-reflux/ Positive Pressure Needle-free Ports** proximally and removable slide clamps on all the extensions.	Box of 50 units				
27.	30 306 66	**Trifurcated Standard Bore extension set** with **3 Neutral Displacement Needle-free Ports** proximally and slide clamps on all the extensions.	Box of 50 units				
28.	30 306 67	**Trifuse Anaesthetic extension set** with **3 Neutral Displacement Needle-free Ports** and **Small** and **Standard** bore tubing.	Box of 50 units				
29.	30 306 68	**Quadrucated standard bore extension set** with **4 Neutral Displacement Needle-free Ports** proximally and clamps on all the extensions	Box of 50 units				
30.	30 306 69	**Quadrucated standard bore extension set** with **4 Neutral Displacement Needle-free Ports** proximally and clamps on all the extensions	Box of 50 units				
31.	30 306 70	**Standard bore** Extension Se with **2 Neutral Displacement Needle-free Ports** incorporated into '**y' sites** on the same extension - **18-22cr**	Box of 50 units				
32.	30 306 71	**Standard bore** Extension Se with **3 Neutral Displacement Needle-free Ports** incorporated into '**y' sites** on the same extension - **18-22cr**	Box of 50 units				
33.	30 306 72	**Standard bore** Extension Se with **4 Neutral Displacement Needle-free Ports** incorporated into '**y' sites** on the same extension - **18-22cr**	Box of 50 units				
34.	30 306 73	**Minibore** Extension Set with **Coloured Neutral Displacement Needle-free Ports** incorporated into **'y'**	Box of 50 units				

No	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
		sites on the same extension **30-40cm**					
35.	30 306 74	**Dial Precision Flow Controller** Extension Set with **1 Neutral Displacement Needle-Free port** incorporated into **'y' site** and dial to control flow rate. Standard bore tubing **40 - 60cm**	Box of 50 units				
36.	30 306 75	**Winged Butterfly Needle** for intermittent infusion - Needle: **21G (0.8mm)** Tubing: **7-15mm**	Box of 50 units				
37.	30 306 76	**Winged Butterfly Needle** for intermittent infusion - Needle: **23G (0.6mm)** Tubing: **7-15mm**	Box of 50 units				
38.	30 306 77	**Standard Bore** Extension Set ID: **2.8mm**; Length: **180 - 200cm**	Box of 50 units				
39.	30 306 78	**Adsorption-Free** Extension Set. Clear Length: **15cm**	Box of 50 units				
40.	30 306 79	**Adsorption-Free Light-Protected** Extension set. Length: **120 - 150cm**	Box of 50 units				
41.	30 306 80	**High-Capacity** Extension set for infusion of **viscous solutions.** ID: **± 4.4mm** Length: **90 - 120cm**	Box of 50 units				
42.	30 306 81	**Standard Bore** Extension Set ID: **± 2.8mm** Length: **75 - 100cm**	Box of 50 units				
43.	30 306 82	**Microbore** Extension Set. ID: **± 1.4mm** Length: **75 - 100cm**	Box of 50 units				
44.	30 306 83	**Microbore Spiral** Extension Set. ID: **± 1.4mm** Length: **300cm**	Box of 50 units				
45.	30 306 84	**Standard Bore** Extension Set with a **3-way Stopcock** proximally. ID: **± 2.8mm** Length: **100cm**	Box of 50 units				
46.	30 306 85	**Standard Bore Long** Extension Set with a **3-way Stopcock** proximally. ID: **± 2.8mm** Length: **150 - 200cm**	Box of 50 units				
47.	30 306 86	Stand-alone **Neutral Displacement needle-free Closure Device**	Box of 100 units				

No	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
48.	30 306 87	**Stand-alone Anti-reflux/ Positive Pressure needle-free Closure Device**	Box of 100 units				
49.	30 306 88	Stand-alone **Arterial Neutral Displacement needle-free Closure Device - RED**	Box of 100 units				
50.	30 306 89	**Intravenous bag access spike** with **needle-free port** for intermittent withdrawal of solution	Box of 100 units				
51.	30 306 90	**Intravenous bag access spike** with **back-check valve** and **needle-free port** for intermittent withdrawal of solution.	Box of 100 units				
52.	30 306 91	**Multi-dose vial adapter** with **needle-free port** for insertion into the rubber stopper of the vial and intermittent withdrawa of a drug.	Box of 100 units				
53.	30 306 93	**Three-way Stopcock**	Box of 100 units				
54.	30 306 94	**Three-way Stopcock** with **1 needle-free port**	Box of 100 units				
55.	30 306 95	**Filter for IV solution (clear fluids) –** Neonatal To filter clear fluids from particles and organisms in administration to neonates	Box of 100 units				
56.	30 306 96	**Filter for TPN - Neonatal** to filter out large lipid particles, particle contamination and microbiological organisms from TPN administered to neonates	Box of 100 units				
57.	30 392 42	Central venous line securement device	Per Unit				
58.	30 392 44	Neonatal PICC line securement device	Per Unit				
59.	30 392 45	Neonatal Umbilical line securement device	Per Unit				
60.	30 392 46	Small Peripheral line securement device to accommodate tubing sizes: ± 7.8cm x 2cm	Per Unit				
61.	30 392 47	Large Peripheral line securement device to	Per Unit				

No	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
		accommodate tubing sizes: ± 9cm x 3cm					
62.	30 392 48	Nasogastric tube securement device - Adult	Per Unit				
63.	30 392 49	Nasogastric tube securement device - Child	Per Unit				
64.	30 392 50	Foley Catheter securement device	Per Unit				
65.	PCAD	**Patient controlled analgesia pump -** disposable Volume: **100ml** Basal rate**: 0ml** Bolus volume**: 1ml** Lockout time: **6min**	Per Unit				

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
The State reserves the right to award contracts to more than one contractor for the same item

Required by: KZN DEPARTMENT OF HEALTH

-At: **VARIOUS INSTITUTIONS**

Country of origin ……..

Brand ……..

Delivery period (on order) ……

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

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

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

SECTION M: EVALUATION CRITERIA

Evaluation will be based on the following:

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

Phase 1: Minimum Compulsory Requirements

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

NO.	SECTION/ SCHEDULE	COMPULSORY (YES / NO) NON-SUBMISSION WILL RENDER BIDDERS NON-RESPONSIVE	COMPULSORY (YES / NO) FOR BID EVALUATION PURPOSES	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
Prospective Bidders MUST ensure that the following Sections of the bid document MUST be completed in ALL respects to qualify for the next stage of evaluation:						
1	SECTION A: Invitation to bid (SBD1)	**Yes**				
2	SECTION B: Special instructions	**Yes**				
3	SECTION C: Authority to sign a bid	**Yes**				
4	SECTION D: Bidder's disclosure (SBD 4)	**Yes**	**Yes**			
5	SECTION E: The national industrial participation programme (SBD 5)	**Yes**				
6	SECTION F: Central Supplier Database	**Yes**				
7	SECTION G: Preference points claim	**Yes**				
9	SECTION H: General Conditions of Contract	**Yes**				
11	SECTION I: Special Conditions Of Contract (SCC)	**Yes**				
12	SECTION J: Specifications	**No**				
13	SECTION K: Pricing Schedule: (SBD 3.1)	**Yes**	**Yes**			
Prospective Bidders MUST provide the following as per the Mandatory Requirements:						
1.	Consortium/ Joint Venture/ Partnership agreement, if applicable.	**Yes If Applicable**	**Yes**			
2.	A Status Level Verification Certificate/Sworn Affidavit (For EMEs& QSEs) must be Submitted in order to qualify for Preference Points.	**Yes**	**Yes**			
3.	Letter of undertaking if not the manufacturer of the item or product	**Yes**	**Yes**			
4.	Valid SAHPRA registration certificate (If applicable)	**Yes (If applicable)**	**Yes (If applicable)**			

Phase 2: Technical Evaluation

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 2.14 of the special terms and conditions of the bid**.** For those samples which require **SANS 1775-1:2011 SANS 305:2011; SANS 1775-3:2015 or any other certification, a valid certificate must be submitted with the sample as well as scientific literature, where required.** The sample will be evaluated based on the collective requirements as per technical specification, for each item required.

Phase 3: Price and Preference Points

The State reserves the right to award contracts to more than one contractor for the same item. The State reserves the right to award the same item to more than one supplier to address product availability and compatibility. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.

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

Points for this bid shall be awarded for:

(c) Price; and

(d) Status Level of Contributor.

The maximum points for this bid are allocated as follows:

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

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

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