



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT NUMBER: **ZNB 6730/2021-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 FOER 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: 03 MAY 2022

TIME: 11: 00AM

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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 6730/2021-H	CLOSING DATE:	03/05/2022	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 FOER VARIOUS INSTITUTIONS: 3 YEAR CONTRACT				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE					
OLD BOYS SCHOOL, 310 JABU NDLOVU STREET					
PIETERMARITZBURG					
3201					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VATREGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> 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	Miss N Mahlaba	CONTACT PERSON	Dr R Groenewald
TELEPHONE NUMBER	033 815 8386	TELEPHONE NUMBER	033 395 4200
E-MAIL ADDRESS	Tenders@kznhealth.gov.za or 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)

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 ON BEHALF OF THE CONSORTIUM

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

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

..... (Name of Consortium)

IN HIS/ HER CAPACITY AS:

SIGNATURE: DATE:

SECTION D: BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

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

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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 Tendering 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 subparagraphs 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.

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
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

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

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

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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

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.

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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 him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 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.
- 28.1 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.
- 28. Limitation of liability**

- 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

1. CHANGE OF ADDRESS

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

2. DELIVERY AND PACKAGING

- 2.1. Basis of delivery: Delivery of administration sets must be made in accordance with the instructions appearing on the official order form (**Various institutions**).
- 2.2. All deliveries must take place from Monday to Friday between 08h00 and 14h00.
- 2.3. In emergency cases, the Department of Health reserves the right to request the successful bidder/s to effect deliveries at any given time including Saturdays, Sundays and public holidays.
- 2.4. Random inspection and sampling of items will be conducted upon delivery to verify quantity and compare the item against the contract sample and any other quality accreditation that is prescribed.
- 2.5. It is the contractor's responsibility to off load the delivery vehicle.
- 2.6. Order details must be presented upon delivery on delivery notes.
- 2.7. The following information must appear on the outer packaging of the carton/box:
 - (a) Name of the manufacturer/supplier
 - (b) Description of item
 - (c) Date of manufacture

3. DELIVERY CONDITIONS

- 3.1. Delivery of products must be made in accordance with the instructions appearing on the official order form.
- 3.2. All deliveries or dispatches must be accompanied by a delivery note stating the official order number against the delivery that has been affected.
- 3.3. In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.
- 3.4. The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 3.5. All invoices must be submitted in the original.
- 3.6. Deliveries not complying with the order form will be returned to the contractor at the contractor's expense.
- 3.7. No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of Contract Management at Central Supply Chain Management, Department of Health.

4. ENTERING OF HOSPITAL/CLINIC STORES

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

5. FIRM PRICES AND ESCALATIONS

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

6. VALUE ADDED TAX (VAT)

- 6.1 All bid prices must be inclusive all applicable taxes, even if the bidder is not a vat vendor,
- 6.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12 month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.

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

7. STATEMENT OF SUPPLIES AND SERVICES

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

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

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

a) SUPPLIER MEASURES

- Delivery period adherence
- Quality adherence

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

8. INSPECTION FOR QUALITY

- 8.1. All deliveries to authorised participants will be subjected to a visual examination and scrutiny by the relevant participants, and/or inspection for quality by Provincial Quality Control Laboratories in the Republic of South Africa, and/or inspection for quality by an accredited South African National Accreditation Section (SANAS) testing agency.
- 8.2. In the event of products tested, the contractor will bear the cost of any item failing to meet the relevant standard.

9. INVOICES AND PAYMENTS

- 9.1. All invoices submitted by the Contractor must be Tax Invoices indicating item description, catalogue number, quantity ordered and quantity delivered, unit price, total price, the amount of tax charged and the total invoice amount.
- 9.2. A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:
- (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.
- 9.3. A contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered.
- 9.4. Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.
- 9.5. Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:
- (i) Contact must be made with the officer-in-charge of stores;
 - (ii) If there is no response from stores, the finance manager of the institution must be contacted.

10. IRREGULARITIES

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

11. PERIOD OF CONTRACT

- 11.1 Three-year contract.

12. QUALITY CONTROL TESTING OF PRODUCTS

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

- (i) Testing charges will be for the account of the principal contractor;
- (ii) Possible cancellation of the contract with the principal contractor;
- (iii) Reporting such negligence by the principal contractor to the provincial and national treasury for listing on the Restricted Suppliers' Database.

13. RATE OF EXCHANGE

- 13.1. All bids involving imported products must use the rate of exchange that was applicable 14 days prior to the closing date indicated in the bid document. If this day falls on a weekend or public holiday, the next working day must be used.
- 13.2. Bidders must submit documentary proof (in the form of a certified copy) from their bank or any recognized legal financial Institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above. Information can be sourced from the internet from a financial Institution website.
- 13.3. The Department of Health reserves the right to renegotiate the price should there be a reduction of the price in the market.
- 13.4. This clause must be read in conjunction with paragraphs 2.6.1 and 2.6.2

14. SAMPLES

- 14.1. Samples will not be accepted with the closing of the bid document.
- 14.2. A sample meeting will be arranged with selected companies whereby the companies will be invited to forward their samples on a specified date and time.
- 14.3. Samples must be made available for the sample meeting, failure to provide a sample will reject their bid offer.
- 14.4. Samples shall be supplied by the bidder at his/her own cost/risk. Samples must be packaged as per the specification. Failure to do so will render the bid invalid.
- 14.5. Representative samples will not be accepted.
- 14.6. The Department reserves the right not to return such samples and to dispose of them at its discretion.
- 14.7. Samples must be clearly marked: Item number:
 - Brand Name
 - Name of the Company
 - Bid number
 - Name of the manufacturer/supplier
 - Description of item

- Date of manufacture

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

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

15. UNSATISFACTORY PERFORMANCE

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

- (i). The institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the institution will:
 - (a) Take necessary action in terms of its delegated powers.
- (ii) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

16. PREFERENCES

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

- i. Recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the Contract; and/or
- ii. Cancel the contract and claim any damages which the Department may suffer by having to make less favourable arrangements after such cancellation.
- iii. The Department may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

17. RESTRICTION OF BIDDING

The Accounting Officer or his/her delegate must:

- a) Notify the supplier and any other person of the intention to restrict it doing business with KZN-DoH by registered mail.

The letter of restriction must provide for:

- 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:

18. CONTRACTOR'S LIABILITY

- 18.1 In the event of the contract being cancelled by the Department in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Department any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Department shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Department may suffer or may have suffered.
- 18.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

19. DEPARTMENTAL PROPERTY IN POSSESSION OF A CONTRACTOR

- 19.1 The Department's property supplied to a Contractor for the execution of a contract remains the property of the Department and shall at all times be available for inspection by the Department or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Department forthwith.
- 19.2 The Contractor shall be responsible at all times for any loss or damages to the Department's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Department may require.

20. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 20.1 The Department reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of State or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 20.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Department or local authority.

21. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 21.1 The Contractor shall not, without the Department's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Department in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 21.2 The Contractor shall not, without the Department's prior written consent, make use of any document or information mentioned in **SCC clause 21.1** except for purposes of performing the contract.
- 21.3 Any document, other than the contract itself mentioned in **SCC clause (21.1)** shall remain the property of the Department and shall be returned (all copies) to the Department on completion of the Contractor's performance under the contract or so required by the Department.
- 21.4 The Contractor shall permit the Department to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Department, if so required by the Department.

SECTION K: CONDITIONS OF BID

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

- i. Section 217 of the Constitution,
- ii. The PFMA and its Regulations in general,
- iii. The Preferential Procurement Policy Framework Act (PPPFA) of 2000
- iv. National Treasury guidelines

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

- (a) **Bidder/s must ensure that they are fully aware of all the conditions contained in this bid document.**
- (b) **Only bidders that fully meet the specifications and all conditions will be considered.**

1. ACCEPTANCE OF A BID

- 1.1. The Department of Health Bid Adjudication Committee is under no obligation to accept any bid.
- 1.2. The financial standing of a bidder and its ability to supply goods or render services may be examined before the bid is considered for acceptance.

2. CERTIFICATE OF COMPLIANCE

- 2.1. If the bidder submits offers for items that make reference to South African National Standards (SANS) or South African Bureau of Standards (SABS) specifications, a Certificate of Compliance must be submitted with the bid document at the time of closing of the bid. SABS/SANS can be contacted for testing and conformity services at Tel: 031 203 2900/ Fax: 031 203 2907. SANS, SABS AND CKS specifications will be for the account of the prospective bidder.
- 2.2. Failure to submit the certificate, where applicable, will result in the bid being disqualified. The Department reserves its rights to contact SABS/SANS/CKS for testing and conformity services.
- 2.3. The South African National Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that Laboratory, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent to carry out specific tasks. This organization can be contacted as follows: Tel: 012 3943760: Fax: 012 3940526.
- 2.4. Prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or organization acting on its behalf.
- 2.5. Any specification/s and conformity testing will be for the account of the prospective bidder.
- 2.6. In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from the manufacturer, a letter from the manufacturer confirming firm supply arrangement(s) including lead times in this

regard, must accompany the bid at closing date and time. If the bidder is the manufacturer, a letter confirming that the bidder is the manufacturer should accompany the bid at the closing date and time.

3. COMPLIANCE WITH SPECIFICATION

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

4. EQUAL BIDS

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

5. LATE BIDS

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

6. MORE THAN ONE OFFER/ COUNTER OFFERS

- 6.1. Should the bidder make more than one offer, where applicable, against any individual item, such offer/s must be detailed in the Schedule of Additional Offer/s. The Department reserves its rights in and to the consideration of any additional offer/s subject to compliance with specification and the bidding conditions.
- 6.2. Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Terms and Conditions will invalidate such bids.
- 6.3. Bidders are at liberty to bid for one, a number of items, or bid for all items. If a bidder is not bidding for all the items, the appropriate price page must reflect: 'nil quote'.

7. ONLY ONE OFFER RECEIVED

- 7.1. . Where only 1 offer is received, the Department of Health will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:
 - (i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
 - (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
 - (iii) In all cases, comparison with previous bid prices where these are available.

8. AWARD OF BID (S)

- 8.1. The Department of Health Bid Adjudication Committee reserves the right to award the bid to one or more than one bidder, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid. Bidders must ensure that they quote as per the price page failing which they will be disqualified.
- 8.2. Notification of the intention to award the bid shall be in the same media that the bid was advertised.
- 8.3. In terms of Practice Note Number: SCM-07 of 2006, Section 5: Appeal Procedure, 5.1 "A bidder aggrieved by a decision of the Departmental Bid Adjudication Committee or a delegate of an accounting officer may appeal to the Bid Appeals Tribunal in the prescribed manner"
- 8.4. After all appeals, should they be lodged, have been dealt with by the Bid Appeals Tribunal, the successful bidder (s) shall be notified in writing by a duly authorised official of the Department of Health, Central Supply Chain Management Unit. A formal contract will then be entered into by both parties.

9. AWARD CONDITIONS

- 9.1. KwaZulu-Natal Department of health reserves the right to award contracts to more than one supplier for the same item.
- 9.2. KwaZulu-Natal Department of health reserves the right to negotiate prices or other elements which may have value added to the supply and delivery of administration giving sets.

10. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

- 10.1 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.
- 10.2 Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

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

11 TAX COMPLIANCE REQUIREMENTS

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

12 TRUST, CONSORTIUM OR JOINT VENTURE

- 12.1 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.
- 12.2 A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.
- 12.3 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.

- 12.4 Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.
- 12.5 The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 12.6 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.
- 12.7 No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.
- 12.8 For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

13 VALIDITY PERIOD OF BID AND EXTENSION THEREOF

- 13.1 The validity (binding) period for the bid will be **180 days** from close of bid.
- 13.2 However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders? This request will be done before the expiry of the original validity (binding) period.

SECTION L: SPECIFICATIONS

LIST OF ITEMS

NUMBER	CATEGORY	CAT NUMBER	DESCRIPTION
1.	NEEDLE-FREE BLOOD GIVING SETS:	30 305 01	Needle-free blood administration set – Standard flow
2.	HIGH-CAPACITY BLOOD GIVING SETS	30 305 05	High capacity with dual spikes via a Y- division blood administration set
3.	NEEDLE-FREE IVI GIVING SETS and DRIP ACCESSORIES:	30 306 46	Needle-free intravenous administration set for adult use – double Neutral Displacement ports
4.		30 306 53	Central venous manometer set with tubing and Y injection site
5.	MINI-VOLUME EXTENSION SETS:	30 306 56	Neonatal Mini-volume extension set: T-connector, ending in a luer slip connection distally, Microbore tubing and an Anti-reflux/ Positive Pressure Needle-Free Closure Device proximally
6.		30 306 57	Paediatric Mini-Volume Extension Set: Distal Straight, luer slip connection, Microbore tubing and an Anti-reflux/ Positive Pressure Needle-Free Closure Device proximally
7.		30 306 60	Adult Mini-Volume Extension Set: Distal Straight, Luer Slip connection , Standard bore tubing and a Neutral Displacement Needle-Free Closure Device proximally
8.		30 306 61	Adult Mini-Volume Extension Set: Distal Straight, Luer Lock connection , Standard bore tubing and a Neutral Displacement Needle-Free Closure Device proximally
9.		30 307 00	Neonatal Mini-volume extension set with dressing and securement device: T-connector, ending in luer slip connection distally, Microbore tubing and an Anti-reflux/ Positive Pressure Needle-Free with a Dressing and Securement Device
10.		30 307 01	Paediatric Mini-Volume extension set with dressing and securement device with distal Straight, luer slip connection , Microbore tubing and an integral Anti-reflux Needle Free Closure Device proximally, Dressing and Securement Device
11.		30 307 02	Adult Mini-Volume Extension Set with dressing and securement device: Distal Straight, Luer Slip connection , Standard bore tubing and a Neutral Displacement Needle Free Closure Device proximally with a Dressing and Securement Device

12.		30 307 03	Adult Mini-Volume Extension Set with dressing and securement device: Distal Straight, Luer Lock connection , Standard bore tubing and a Neutral Displacement Needle Free Closure Device proximally with a Dressing and Securement Device	
13.	EXTENSION SETS USED IN ANAESTHETICS AND PAEDIATRICS:	30 306 62	Bifurcated Standard Bore extension set: with 2 Neutral Displacement Needle-Free Closure Devices proximally	
14.		30 306 63	Bifurcated Mini-bore extension set: with 2 Anti-reflux/ Positive Pressure Needle-Free Closure Device proximally	
15.		30 306 64	Trifurcated Standard Bore extension set: with 3 Neutral Displacement Needle-Free Closure Devices proximally	
16.		30 306 65	Trifurcated Mini-bore extension set: with 3 Anti-reflux/ Positive Pressure Needle-Free Closure Device proximally	
17.		30 306 66	Trifurcated Standard Bore extension set: with 3 Neutral Displacement Needle-Free Closure Devices proximally and clamps on all the extensions	
18.		30 306 67	Trifurcated Standard Bore extension set: with 3 Neutral Displacement Needle-Free Closure Devices proximally and clamps on all the extensions	
19.		30 306 69	Quadruccated Microbore extension set: with 4 Anti-reflux/ Positive Pressure Needle-Free Closure Device proximally and clamps on all the extensions	
20.		30 306 70	Extension set with 2 needle-free ports incorporated into 'y' sites – standard bore	
21.		30 306 71	Extension set with 3 needle-free ports incorporated into 'y' sites - standard bore	
22.		30 306 72	Extension set with 4 needle-free ports incorporated into 'y' sites - standard bore	
23.		30 306 73	Extension set with 4 coloured needle-free ports incorporated into 'y' sites - micro / mini bore	
24.		30 306 74	Precision flow controller (dial type) extension set: with 1 Neutral Displacement Needle-Free Closure Device and dial to control flow rate	
25.		30 306 75	Winged Butterfly needle for intermittent infusion - 21G 10cm	
26.		30 306 76	Winged Butterfly needle for intermittent infusion - 23G 10cm	
27.		EXTENSION SETS USED WITH SYRINGE DRIVERS AND AS	30 306 77	Extension Set – standard bore
28.			30 306 78	Extension set, clear - adsorption free application.
29.		30 306 79	Extension set, light protected , for adsorption-free application	

30.	EXTENSIONS:	30 306 80	High capacity extension set
31.		30 306 81	Extension set for Anaesthetic use
32.		30 306 82	Extension set for Anaesthetic use- micro bore
33.		30 306 83	Extension set for Anaesthetic use – spiral
34.		30 306 84	Extension Set – standard bore with a 3 way stopcock 100cm
35.		30 306 85	Extension Set – standard bore with a 3 way stopcock 150- 200cm
36.	IV FLUID ACCESS DEVICES AND OTHER CONNECTORS	30 306 86	Single ‘stand alone” Neutral Displacement Needle-Free Closure Device
37.		30 306 87	Single ‘stand alone” Anti-reflux/ Positive Pressure Needle-Free Closure Device
38.		30 306 88	Single ‘stand alone” needle-free connector for arterial use
39.		30 306 89	Intravenous bag access spike with Needle-Free port
40.		30 306 90	Intravenous bag access spike with back check valve and Needle-Free port
41.		30 306 91	Multi-dose vial adapter with Needle-Free port
42.		30 306 92	Needle-free closure and positive pressure device
43.		30 306 93	Three way stopcock
44.		30 306 94	Three way stopcock - Needle-Free
45.		30 306 95	Filter for IV solution (clear fluids) – neonatal
46.	30 306 96	Filter for TPN – neonatal	
47.	SECUREMENT DEVICES FOR LINES AND CATHETERS	30 392 45	Neonatal Umbilical line securement device
48.		30 392 46	Neonatal Peripheral line securement device

NEEDLE-FREE BLOOD GIVING SETS:

ITEM:	DESCRIPTION:
30 305 01	<p>Needle-Free blood administration set Standard flow Purpose: For blood administration</p> <p>ID: > 2.7 ±2 mm OD: 3.8- 4.2 mm The set must consist of A vented trocar spike for perforation of the IV container. - The spike must fit comfortably into the connector and must not leak.</p> <p>A single vented drip chamber with a built-in mesh - 10 - 20 drops/ml drip chamber that is made from soft material that is flexible and can be easily pinched. - The drip chamber must have a hydrophobic 0.2 µ air filter that prevents the ingress of air borne microbial contamination. - The chamber should also have an air-tight filter membrane to protect against air infusion. - The chamber must also have a 170 – 200 micron filter - Filter flow rate: 1000 ml/30 min (at normal temperatures and pressures) and 500ml/2 min (at pressures of 225 mmHg) as per ISO 1135-4 -</p> <p>A flow regulating roller clamp distal to drip chamber that must completely occlude flow in the closed position. -The roller clamp must be easily adjustable to control rates between the open and closed positions.</p> <p>Standard bore tubing that is kink resistant and > 180 cm in length A Needle-Free port/ports incorporated into a 'y' site The Needle-Free ports must have no caps or covers They 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 (suitable scientific literature to be supplied). The port should be rendered faulty if accessed with a needle and therefore discarded The ports and set must be compatible with lipids (TPN), chemotherapy drugs, alcohol and chlorhexidine for cleaning A luer slip connector at the distal end with retractable rotating spin collar attachment. The connector ends should be protected</p> <p>All the components must be manufactured from medical grade plastic that is pyrogen, DEHP and latex free Components must be sterile and individually packed in a peel pouch that is easy to open For single use only As per SANS 1775-3:2015</p> <p>The following must be noted on the packaging:</p> <ul style="list-style-type: none"> • Trade name • Size and specification • Method of sterilization • Manufacturing site • CE number • Lot number • Expiry date <p>Packaging: Box of 50 units</p>

HIGH CAPACITY BLOOD GIVING SETS

ITEM:	DESCRIPTION
30 305 05	<p>Needle-Free blood administration set - Dual Spike Purpose: For blood administration at high infusion rates via dual spikes</p> <p>The set must consist of 2 unvented drip chambers with their own trocar spikes and flow regulating roller clamps Set tubing to be joined via a Y-division with a one-way check valve above the division on each side A 3rd flow regulating roller clamp to be situated below the Y-division OR 2 Trocar spikes with flow regulating roller clamps to connect to a large drip chamber. A 3rd flow regulating roller clamp to be situated below the drip chamber A one-way check valve must be situated below the Y division.</p> <p>A rigid trocar spike for perforation of the IV container. - The spike should have a protective cap in place. - The spike must fit comfortably into the connector and must be able to withstand high pressures without leakage or disengaging</p> <p>An unvented 10 - 20 drops/ml drip chamber that is made from soft material that is flexible and can be easily pinched. - The drip chamber must have a hydrophobic 170 -200 micron filter that prevents the ingress of air borne microbial contamination. - Filter flow rate must be ≥ 380 ml/min - The filter in the drip chamber must have a large open area to reduce shear stress if run at high rates - The drip chamber can be single or double</p> <p>A flow regulating roller clamp distal to drip chamber that must completely occlude flow in the closed position. - The roller clamp must be easily adjustable to control rates between the open and closed positions.</p> <p>High capacity bore tubing - To be bonded below the single drip chamber or the Y connector outlet with a third in line flow regulating clamp - Kink resistant - Length ≥ 160 cm - ID ≥ 4mm</p> <p>A luer slip connector at the distal end with retractable rotating spin collar attachment. The connector ends should be protected The distal end must be smooth and non-abrasive The footprint must be small to prevent pressure on skin</p> <p>All the components must be manufactured from medical grade plastic that is pyrogen, DEHP and latex free Components must be sterile and individually packed in a peel pouch that is easy to open For single use only</p> <p>The following must be noted on the packaging:</p> <ul style="list-style-type: none"> ● Trade name ● Size and specification ● Method of sterilization ● Manufacturing site ● CE number ● Lot number ● Expiry date

Packaging: **Box of 50 units**

NEEDLE-FREE IVI GIVING SETS and DRIP ACCESSORIES

NEEDLE-FREE ADMINISTRATION SETS - Adult - COLLECTIVE REQUIREMENTS

The set must consist of

- A vented **trocar spike** for perforation of the IV container.
The spike must fit comfortably into the connector and must not leak.
- 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.
The roller clamp must be easily adjustable to control rates between the open and closed positions.
- **Standard bore tubing** that is kink resistant and > **180 cm** in length
- **A 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
The Needle-Free ports must have no caps or covers
They 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 (suitable scientific literature to be supplied).
The port should be rendered faulty if accessed with a needle and therefore discarded
The ports and set must be compatible with lipids (TPN), chemotherapy drugs, alcohol and chlorhexidine for cleaning
- **A luer slip connector** at the distal end with **retractable rotating spin collar attachment**.
The connector ends should be protected

All the components must be manufactured from medical grade plastic that is pyrogen, DEHP and latex free

Components must be sterile and individually packed in a peel pouch that is easy to open

For single use only

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:	DESCRIPTION
30 306 46	Needle-free intravenous administration set for adult use – double port Purpose: For intravenous fluid administration See NEEDLE-FREE ADMINISTRATION SETS Adult - COLLECTIVE REQUIREMENTS

CENTRAL VENOUS MANOMETER - COLLECTIVE REQUIREMENTS

The set must consist of 3 parts:

Proximal tubing with:

- A vented **trocarr spike** for perforation of the IV container.
The spike must fit comfortably into the connector and must not leak.
- 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.
The roller clamp must be easily adjustable to control rates between the open and closed positions.
- **Standard bore** kink resistant tubing ± 180 cm in length ending in a female luer lock connector which connects to the **3-way Stopcock**

Manometer:

- The manometer attaches 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
- Should be graduated in **1 cm** markings and must have a vented cap at its distal end.
- Length should be ≥ 35 cm

Distal tubing:

- **Standard bore** kink resistant tubing ± 120 cm, 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

Components must be sterile and individually packed in a peel pouch that is easy to open

For single use only

As per **SANS 1775-4:2015**

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:	DESCRIPTION
30 306 53	<p>Central venous manometer – Soft Tubing</p> <p>Purpose: For the indirect measurement of a patients' fluid status</p> <p>With a soft flexible tubing manometer attached to a 3-way stopcock situated between the 2 parts of the giving set. Must be supplied with graduated tape marked in cm.</p> <p>See CENTRAL VENOUS MANOMETER - COLLECTIVE REQUIREMENTS</p>

MINI-VOLUME EXTENSION SETS

MINI-VOLUME EXTENSION SET - COLLECTIVE REQUIREMENTS

Consist of **kink resistant tubing**

Needle-Free Ports:

The housing and rubber bung of the port must be flush with each other with no proud surfaces

They 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 (suitable scientific literature to be supplied).

The port should be rendered faulty if accessed with a needle and therefore discarded

The ports and set must be compatible with lipids (TPN), chemotherapy drugs, alcohol and chlorhexidine for cleaning

Priming volumes of the set, and documentation of port compliance must be provided with the bid and during evaluation

All the components must be manufactured from medical grade plastic that is pyrogen, DEPH and latex free

Components must be sterile and individually packed in a peel pouch that is easy to open

For single use only

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	DESCRIPTION
30 306 56	<p>Neonatal Mini-volume extension set -T-connector, ending in luer slip connection distally, micro-bore tubing and an Anti-reflux/ Positive Pressure Needle-Free closure device proximally</p> <p>Purpose: For use with infusions and short lines in neonates and infants and to provide standardisation of connection and securement for peripheral IV lines.</p> <p>Micro/mini bore tubing - length of tubing between connectors: 10-15 cm Priming volume: ≤ 0.5 ml Supplied with one male connector (luer slip) distally; with rubber cap (injection port) on the t-connector and one female connector with an Anti-reflux/ Positive Pressure Needle-Free closure device proximally. Residual volume in valve: ± 0,1ml and a flow rate 100ml/min at gravity</p> <p>See MINI-VOLUME EXTENSION SET - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 57	<p>Paediatric mini-volume extension set - Straight, luer slip connection distally, micro-bore tubing and an Anti-reflux/ Positive Pressure Needle-Free closure device proximally</p> <p>Purpose: For use with infusions and short lines in paediatric patients and to provide standardisation of connection and securement for peripheral IV lines.</p> <p>Micro/mini bore tubing - length of tubing between connectors: 8-15 cm Priming volume: ≤ 0.3 ml Supplied with one male connector (luer slip) distally and one female connector with an Anti-reflux/ Positive Pressure Needle-Free closure device proximally</p>

	Residual volume in valve: ± 0,1ml and a flow rate 100ml/min at gravity See MINI-VOLUME EXTENSION SET - COLLECTIVE REQUIREMENTS
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ITEM	DESCRIPTION
30 306 60	<p>Adult Mini-volume extension set - Straight, luer slip connection distally, standard bore tubing and a Needle-Free closure device proximally Purpose: For use with infusions and short lines in children and adults</p> <p>Standard bore tubing - length of tubing between connectors: 13 - 18 cm Flushing volume: ≤ 1 ml Supplied with one male connector (luer slip) distally and one Needle-Free port at proximal end of tubing. Residual volume in port: < 0.08 ml</p> <p>See MINI-VOLUME EXTENSION SET - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 61	<p>Adult Mini-volume extension set -Luer Lock connection distally, standard bore tubing and a Needle-Free closure device proximally Adult Mini-volume extension set - straight connection with 1 Needle-Free port. Standard bore, luer lock Purpose: For use with infusions and short lines in children and adults</p> <p>Standard bore tubing - length of tubing between connectors: 13 - 18 cm Flushing volume: ≤ 1 ml Supplied with one male connector (luer slip with spin collar) and one Needle-Free port at proximal end of tubing. Residual volume in port: < 0.08 ml Luer slip with retractable spin collar at the distal end</p> <p>See MINI-VOLUME EXTENSION SET - COLLECTIVE REQUIREMENTS</p>

MINI-VOLUME EXTENSION SET with INCORPORATED DRESSING and STRAPPING - COLLECTIVE REQUIREMENTS	
<p>Extension Set: Consist of kink resistant tubing</p> <p>Needle free ports: Priming volumes of the set, and documentation of port compliance must be provided with the bid and during evaluation The housing and rubber bung of the port must be flush with each other with no proud surfaces They 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 (suitable scientific literature to be supplied). The port should be rendered faulty if accessed with a needle and therefore discarded The ports and set must be compatible with lipids (TPN), chemotherapy drugs, alcohol and chlorhexidine for cleaning</p> <p>The distal end must be smooth and non-abrasive. The footprint must be small to prevent pressure on skin</p> <p>All the components must be manufactured from medical grade plastic that is pyrogen, DEHP and latex free Components must be sterile and individually packed in a peel pouch that is easy to open For single use only As per SANS 1775-1:2011 or equivalent ISO13485</p> <p>The following must be noted on the packaging:</p> <ul style="list-style-type: none"> ● Trade name ● Size and specification ● Method of sterilization ● Manufacturing site 	

- CE number
- Lot number
- Expiry date

Packaging: **Box of 50 units**

ITEM	DESCRIPTION
30 307 00	<p>Neonatal Mini-volume extension set with a T-connector needle-injection port and male luer slip, microbore tubing and an integral Anti-reflux Needle Free Closure Device, Dressing and Securement Device</p> <p>Purpose: For use with infusions and short lines in neonates and infants and to provide standardisation of connection and securement for peripheral IV lines.</p> <p>Micro/mini-bore tubing; Length of tubing between connectors: 8-12 cm; Priming volume: ≤0.4ml Supplied with one male connector (luer slip) distally; with rubber cap (injection port) on the T-connector and one integral Anti-reflux needle free closure device proximally.</p> <p>Residual volume in valve: ± 0,1ml and a flow rate of at least 100ml/min at gravity Must have a removable side clamp between the male connector and female connector. Must have a bi-directional valve to reduce all types of reflux into the catheter No heparin required for flushing procedure.</p> <p>Hypoallergenic dressing: Sterile individually packed hypo-allergenic, water-proof IV dressing (± 3.8cm x 4.5cm) for IV site.</p> <p>Securement device: 7.8cm x 2cm Must contain a purpose designed hypoallergenic, adjustable securement device integrated onto a 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 All components must be latex free, non-pyrogenic, hypoallergenic and DEHP free</p> <p>See MINI-VOLUME EXTENSION SET with INCORPORATED DRESSING and STRAPPING - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 307 01	<p>Paediatric Mini-Volume extension set with dressing and securement device with distal Straight, luer slip connection, Microbore tubing and an integral Anti-reflux Needle Free Closure Device proximally, Dressing and Securement Device</p> <p>Purpose: For use with infusions and short lines in paediatric patients and to provide standardisation of connection and securement for peripheral IV lines.</p> <p>Micro/mini-bore tubing; Length of tubing between connectors: 8-12 cm; Priming volume: < 0.4 ml Supplied with one male connector (luer slip) distally and one integral Anti-reflux Needle Free Closure Device proximally</p> <p>Residual volume in valve: ± 0,1ml and a flow rate of at least 100ml/min at gravity Must have a bi-directional valve to reduce all types of reflux into the catheter</p> <p>Hypoallergenic dressing: Sterile individually packed hypo-allergenic, water-proof IV dressing (± 5cm x 6cm) for IV site.</p> <p>Securement device: 7.8cm x 2cm Must contain a purpose designed hypoallergenic, adjustable securement device integrated onto a fixation pad Must be able to accommodate a wide range of small tubing sizes</p>

	<p>Must be able to be easily inspected and adjusted with gloved hands All components must be latex free, non-pyrogenic, hypoallergenic and DEHP free</p> <p>MINI-VOLUME EXTENSION SET with INCORPORATED DRESSING and STRAPPING - COLLECTIVE REQUIREMENTS</p>
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ITEM	DESCRIPTION
30 307 02	<p>Adult Mini-Volume Extension Set with dressing and securement device: Distal Straight, Luer Slip connection, Standard bore tubing and a Neutral Displacement Needle Free Closure Device proximally with a Dressing and Securement Device</p> <p>Purpose: For use with infusions and short lines in children and adults and to provide standardisation of connection and securement for peripheral IV lines.</p> <p>Standard bore tubing - length of tubing between connectors: 12 - 18 cm Priming Volume: ≤ 0.8 ml Supplied with one male connector (luer slip) distally and one Neutral Displacement Needle Free Closure Device proximally. Flow rate through needle free valve at least 165ml/min at gravity</p> <p>Hypoallergenic dressing: Sterile individually packed hypo-allergenic, water-proof IV dressing (± 6.5cm x7cm) for IV site.</p> <p>Securement device: ± 9cm x 3cm Must contain a purpose designed hypoallergenic, adjustable securement device integrated onto a 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 All components must be latex free, non-pyrogenic, hypoallergenic and DEHP free</p> <p>See MINI-VOLUME EXTENSION SET with INCORPORATED DRESSING and STRAPPING - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 307 03	<p>Adult Mini-Volume Extension Set with dressing and securement device: Distal Straight, Luer Lock connection, Standard bore tubing and a Neutral Displacement Needle Free Closure Device proximally with a Dressing and Securement Device</p> <p>Purpose: For use with infusions and short lines in children and adults and to provide standardisation of connection and securement for peripheral IV lines.</p> <p>Standard bore tubing; Length of tubing between connectors: 12-18 cm Priming Volume: ≤ 0.8 ml Supplied with one male connector (luer slip with retractable spin collar) and one Neutral Displacement Needle Free Closure Device proximally Flow rate through needle free valve at least 165ml/min at gravity Footprint and edging of the spin collar must be smooth and small to prevent skin damage The spin collar must retract well to allow the luer slip to connect firmly before attaching the collar</p> <p>Hypoallergenic dressing: Sterile individually packed hypo-allergenic, water-proof IV dressing (±6.5cm x7cm) for IV site.</p> <p>Securement device: ± 9cm x 3cm Must contain a purpose designed hypoallergenic, adjustable securement device integrated onto a 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 All components must be latex free, non-pyrogenic, hypoallergenic and DEHP free</p> <p>See MINI-VOLUME EXTENSION SET with INCORPORATED DRESSING and STRAPPING - COLLECTIVE</p>

EXTENSION SETS USED IN ANAESTHETICS AND PAEDIATRICS:

NEEDLE-FREE EXTENSION SETS - COLLECTIVE REQUIREMENTS

Tubing must be manufactured from kink resistant medical grade plastic that is latex free, non-pyrogenic and DEHP free
Needle-Free Ports:

The housing and rubber bung of the port must be flush with each other with no proud surfaces

They 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 (suitable scientific literature to be supplied).

The port should be rendered faulty if accessed with a needle and therefore discarded

The ports and set must be compatible with lipids (TPN), chemotherapy drugs, alcohol and chlorhexidine for cleaning

Priming volumes of the set, and documentation of port compliance must be provided with the bid and during evaluation

There must be a **luer slip** with **retractable spin collar** at the distal end and the distal connector end must be protected/capped

Sterile and individually packed in peel pouch that is easy to open

For single use only

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	DESCRIPTION
30 306 62	<p>Bifurcated extension set with 2 needle-free ports at the proximal end - standard bore</p> <p>Standard bore tubing ≥ 13 cm 2 needle-free ports; Residual volume in port < 0.08 ml</p> <p>See NEEDLE-FREE EXTENSION SETS - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 63	<p>Bifurcated extension set with 2 needle-free ports - mini / micro-bore</p> <p>Mini / micro-bore tubing ≥ 13 cm 2 micro needle-free ports; Residual volume in port: < 0.03 ml; Priming volume < 0.45 ml Neutral fluid displacement With 2 removable slide clamps</p> <p>See NEEDLE-FREE EXTENSION SETS -COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 64	<p>Trifurcated extension set with 3 Needle-Free ports – standard bore</p> <p>Standard bore tubing ≥ 13 cm 3 Needle-Free ports – without clamps; Residual volume in port < 0.08 ml</p>

	See NEEDLE-FREE EXTENSION SETS - COLLECTIVE REQUIREMENTS
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ITEM	DESCRIPTION
30 306 65	<p>Trifurcated extension set with 3 Needle-Free ports – mini / micro-bore with removable slide clamps</p> <p>Standard bore tubing \geq 13 cm 3 Needle-Free ports with 3 removable slide clamps Residual volume in port: $<$ 0.03 ml; Priming volume $<$ 0.45 ml Neutral fluid displacement</p> <p>See NEEDLE-FREE EXTENSION SETS - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 66	<p>Trifurcated extension set with 3 needle-free ports and clamps on all the extensions – standard bore</p> <p>Standard bore tubing \geq 13 cm 3 Needle-Free ports with 3 slide clamps; Residual volume in port: $<$ 0.08 ml</p> <p>See NEEDLE-FREE EXTENSION SETS - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 67	<p>Needle-Free Trifuse extension set with small and standard bore tubing.</p> <p>Two small bore tubing extensions with anti-siphon valves - 10 cm One standard bore extension with a back check valve – Total length: 26 cm 3 Needle-Free ports; Residual volume in port: $<$ 0.06 ml</p> <p>See NEEDLE-FREE EXTENSION SETS COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 69	<p>Quadrucated extension set with 4 needle-free ports - micro / mini bore</p> <p>Micro /mini bore tubing \geq 15 cm 4 micro needle-free ports; Residual volume in port: $<$ 0.03 ml Neutral fluid displacement</p> <p>See NEEDLE-FREE EXTENSION SETS - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 70	<p>Extension set with 2 needle-free ports incorporated into 'y' sites – standard bore</p> <p>Standard bore tubing \geq 13 cm 2 needle-free ports; Residual volume in port: $<$ 0.08 ml</p> <p>See NEEDLE-FREE EXTENSION SETS - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 71	<p>Extension set with 3 needle-free ports incorporated into 'y' sites – standard bore</p> <p>Standard bore tubing \geq 15 cm 3 needle-free ports; Residual volume in port: $<$ 0.08 ml</p> <p>See NEEDLE-FREE EXTENSION SETS - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 72	<p>Extension set with 4 needle-free ports incorporated into 'y' sites – standard bore</p> <p>Standard bore tubing \geq 15 cm 4 needle-free ports; Residual volume in port: < 0.08 ml</p> <p>See NEEDLE-FREE EXTENSION SETS - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 73	<p>Extension set with 4 coloured needle-free ports incorporated into 'y' sites - micro / mini bore</p> <p>Micro/mini bore tubing \geq 25 cm 4 colour-coded micro needle-free ports; Residual volume in port: < 0.03 ml Neutral fluid displacement</p> <p>See NEEDLE-FREE EXTENSION SETS - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 74	<p>Extension set with 1 Needle-Free port and precision flow controller (dial type) Purpose: Precisely regulate fluid flow rate in ml/hr in the absence of a mechanical infusion pump</p> <p>Standard bore tubing 40 - 60 cm 1 needle-free port Flow regulator must control fluid flow: Range: \leq 5 ml/hr - 250 ml/hr. Must be 100% leak proof and blockage free</p> <p>See NEEDLE-FREE EXTENSION SETS - COLLECTIVE REQUIREMENTS</p>

WINGED BUTTERFLY NEEDLE - COLLECTIVE REQUIREMENTS
<p>Consists of:</p> <p>A needle - manufactured from medical grade steel and rubber sheathed A kink resistant 10 extension tube manufactured from medical grade plastic that is latex free, non-pyrogenic, and DEHP free The connector end must be protected</p> <p>Sterile and individually packed in peel pouch that is easy to open For single use only</p> <p>The following must be noted on the packaging:</p> <ul style="list-style-type: none"> ● Trade name ● Size and specification ● Method of sterilization ● Manufacturing site ● CE number ● Lot number ● Expiry date <p>Must comply with the latest issue of SANS 305:2011</p> <p>Packaging: Box of 50 units</p>

ITEM	DESCRIPTION
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30 306 75	<p>Winged Butterfly needle for intermittent infusion 21G 10cm Purpose: For use as phlebotomy device or administration of fluid</p> <p>Needle size: 21G (0,8 mm) See WINGED BUTTERFLY NEEDLE - COLLECTIVE REQUIREMENTS</p>
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ITEM	DESCRIPTION
30 306 76	<p>Winged Butterfly needle for intermittent infusion 23G 10cm Purpose: For use as phlebotomy device or administration of fluid</p> <p>Needle size: 23G (0,6 mm) See WINGED BUTTERFLY NEEDLE - COLLECTIVE REQUIREMENTS</p>

EXTENSION SETS USED WITH SYRINGE DRIVERS AND AS EXTENSIONS

EXTENSION SETS - COLLECTIVE REQUIREMENTS	
<p>Consists of</p> <ul style="list-style-type: none"> ● Kink resistant tubing ● One male and one female luer lock connector. <p>Manufactured from medical grade plastic and kink resistant tubing that is latex free, non-pyrogenic, DEPH free</p> <p>Sterile and individually packed in peel pouch with view paper that is easy to open For single use only As per SANS 1775-1:2011</p> <p>The following must be noted on the packaging:</p> <ul style="list-style-type: none"> ● Trade name ● Size and specification ● Method of sterilization ● Manufacturing site ● CE number ● Lot number ● Expiry date <p>Packaging: Box of 50 units</p>	

ITEM	DESCRIPTION
30 306 77	<p>Extension Set – standard bore Purpose: Used as an extension between IVI devices - suitable for use with administration set and an infusion device.</p> <p>Length of tubing: 1.8 – 2 m Internal diameter of tubing: 2.8 mm</p> <p>See EXTENSION SETS - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 78	<p>Extension set, clear - adsorption free application. Purpose: Used as an extension between IVI devices</p> <p>Length of tubing: 15 cm</p>

	See EXTENSION SETS - COLLECTIVE REQUIREMENTS
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ITEM	DESCRIPTION
30 306 79	Extension set, light protected , for adsorption-free application Purpose: Used as an extension between IVI devices Length of tubing: 120 -150 cm See EXTENSION SETS - COLLECTIVE REQUIREMENTS

ITEM	DESCRIPTION
30 306 80	High-capacity extension set Purpose: For infusion of viscous solutions Length of tubing: 90-120 cm Internal diameter of tubing: ± 4.4 mm See EXTENSION SETS - COLLECTIVE REQUIREMENTS

ITEM	DESCRIPTION
30 306 81	Extension set for Anaesthetic use Purpose: Used on extension between syringe drivers and IVI lines Length of tubing: 75-100 cm Internal diameter of tubing: ± 2.8 mm See EXTENSION SETS - COLLECTIVE REQUIREMENTS

ITEM	DESCRIPTION
30 306 82	Extension set for Anaesthetic use- micro-bore Purpose: Used on extension between syringe drivers and IVI lines Length of tubing: 75-100 cm Internal diameter of tubing: ± 1.4 mm See EXTENSION SETS - COLLECTIVE REQUIREMENTS

ITEM	DESCRIPTION
30 306 83	Extension set for Anaesthetic use – Spiral Purpose: Used on extension between syringe drivers and IVI lines Length of microbore spiral tubing: ± 3 m See EXTENSION SETS - COLLECTIVE REQUIREMENTS

ITEM	DESCRIPTION
30 306 84	Extension Set – standard bore with a 3-way stopcock Purpose: Used as an extension between IVI devices - suitable for use with administration set and an infusion device. Made from kink resistant tubing with a 3-way stopcock at the proximal end Length of tubing: 100 cm Internal diameter of tubing: 2.8 mm See EXTENSION SETS - COLLECTIVE REQUIREMENTS

ITEM	DESCRIPTION
30 306	Extension Set (long)– standard bore with a 3-way stopcock

85	<p>Purpose: Used as an extension between IVI devices - suitable for use with administration set and an infusion device.</p> <p>Made from kink resistant tubing with a 3-way stopcock at the proximal end</p> <p>Length of tubing: 150- 200 cm Internal diameter of tubing: 2.8 mm</p> <p>See EXTENSION SETS - COLLECTIVE REQUIREMENTS</p>
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IV FLUID ACCESS DEVICES AND OTHER CONNECTORS

STAND ALONE NEEDLE-FREE PORTS - COLLECTIVE REQUIREMENTS

Must be able to fit all standard luer intravenous connectors, needles and cannula
Must maintain a 'closed system', No caps or covers to be used.

Needle-Free port and set must be compatible with lipids (TPN), Chemotherapy drugs, alcohol and chlorhexidine for cleaning
Needle-Free port 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 (suitable scientific literature to be supplied).

Device should be rendered faulty if accessed with a needle and therefore discarded

Manufactured from medical grade plastic that is Latex free, non-pyrogenic, DEPH free
Sterile and individually packed in peel pouch/blister pack that is easy to open
For single use only

The following must be noted on the packaging:

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

Packaging: Box of 50 units

ITEM	DESCRIPTION
30 306 86	<p>Single 'stand alone" Neutral Displacement Needle Free Closure Device Purpose: To convert a capped site/ open luer into a needle free port</p> <p>Must allow flow of at least 165ml/min at gravity Residual volume: < 0.06 ml Priming volume: < 0.1ml Negative fluid displacement: < 0.05 ml</p> <p>See STAND ALONE NEEDLE FREE PORTS - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 87	<p>Single 'stand alone" Anti-reflux/ Positive Pressure Needle Free Closure Device Purpose: To convert a capped site/ open luer site into a needle free port for neonatal use</p> <p>Must have a bidirectional valve to reduce all types of reflux into the catheter Residual volume in valve: < 0,1ml and a flow rate of at least 100ml/min at gravity</p> <p>See STAND ALONE NEEDLE FREE PORTS - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 88	<p>Single 'stand alone" Arterial Neutral Displacement Needle Free Closure Device Purpose: To convert a capped site/open luer into a needle free port on an arterial line</p> <p>Residual volume: < 0.06 ml Priming volume: < 0.1ml Negative fluid displacement: < 0.05 ml Must resist a minimum 150 psig back pressure</p> <p>Red colour to indicate arterial use</p> <p>See STAND ALONE NEEDLE FREE PORTS - COLLECTIVE REQUIREMENTS</p>

IVI FLUID ACCESS DEVICES AND CONNECTORS - COLLECTIVE REQUIREMENTS

Needle-Free port and set must be compatible with lipids (TPN), Chemotherapy drugs, alcohol and chlorhexidine for cleaning
Needle-Free port 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 (suitable scientific literature to be supplied).

Device should be rendered faulty if accessed with a needle and therefore discarded

Manufactured from medical grade plastic that is Latex free, non-pyrogenic, DEPH free

Sterile and individually packed in peel pouch with view paper that is easy to open
For single use only

The following must be noted on the packaging:

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

Packaging: Box of 50 units

ITEM	DESCRIPTION
30 306 89	<p>Intravenous bag access spike with needle free port Purpose: For attachment to a flexible intravenous container to allow for intermittent withdrawal of solution through a needle-free port</p> <p>See IVI FLUID ACCESS DEVICES AND CONNECTORS - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 90	<p>Intravenous bag access spike with back check valve and Needle-Free port Purpose: For attachment to a flexible intravenous container to allow for intermittent withdrawal of solution through a needle-free port</p> <p>See IVI FLUID ACCESS DEVICES AND CONNECTORS - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 91	<p>Multi-dose vial adapter with Needle-Free port</p> <p>Purpose: For insertion into the rubber stopper of a multi-dose vial to allow for intermittent withdrawal of a drug through a needle-free port.</p> <p>See IVI FLUID ACCESS DEVICES AND CONNECTORS - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 92	<p>Needle-free closure and positive pressure device</p> <p>Purpose: To convert a capped site to a Needle-Free site to maintain catheter patency</p> <p>Must ensure positive displacement of fluid with no retrograde flow on disconnect. Must be able to fit all standard luer intravenous connectors, needles and cannula</p> <p>Residual volume < 0.06 ml; Negative fluid displacement = 0.00 ml Positive displacement > 0,035 ml Flowrate > 100 ml/min</p> <p>See IVI FLUID ACCESS DEVICES AND CONNECTORS - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 93	<p>Three-way stopcock</p> <p>Purpose: To connect IVI lines and allow for second line</p> <p>Tap must rotate 360°. Two female fully threaded luer lock ports and one male luer fitting with rotating security lock.</p> <p>Transparent base and legs Flow indicator on tap position of handle indicating open ports. Colour coding for arterial and venous identification No dead space in the base of the stopcock and minimal dead space in ports.</p> <p>Manufactured from medical grade plastic Latex free, non-pyrogenic, DEPH free</p> <p>Sterile and individually packed in peel pouch with view paper For single use only</p> <p>The following must be noted on the packaging:</p> <ul style="list-style-type: none"> ● ● Trade name ● Size and specification ● Method of sterilization ● Manufacturing site ● CE number ● Lot number ● Expiry date <p>Packing: Box of 100 units</p>

ITEM	DESCRIPTION
30 306 94	<p>Three-way stopcock with a Needle-Free port</p> <p>Tap must rotate in 360°. One female fully threaded luer Needle-Free lock port and one male luer fitting with rotating security lock.</p> <p>Transparent housing to allow for clear visualisation of fluids. Flow indicator on tap position of handle indicating open ports. No dead space in base of stopcock and minimal dead space in ports.</p> <p>Needle-Free port for injection Residual volume in port < 0.08 ml No caps or covers to be used on ports</p> <p>Port and set must be compatible with lipids (TPN), Chemotherapy drugs, alcohol and chlorhexidine for cleaning. Needle-Free port 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 (suitable scientific literature to be supplied). Device should be rendered faulty if accessed with a needle and therefore discarded</p> <p>Manufactured from medical grade plastic that is latex free, non-pyrogenic, DEHP free</p> <p>Sterile and individually packed in peel pouch with view paper that is easy to open For single use only</p> <p>The following must be noted on the packaging:</p> <ul style="list-style-type: none"> ● Trade name ● Size and specification ● Method of sterilization ● Manufacturing site ● CE number ● Lot number ● Expiry date <p>Packaging: Box of 100 units</p>

FILTERS FOR TPN AND IV SOLUTION - COLLECTIVE REQUIREMENTS
<p>Consists of kink resistant microbore tubing and plastic filter that is manufactured from medical grade plastic that is latex free, non-pyrogenic, DEHP free Must have a sliding clamp Must eliminate air</p> <p>Sterile and individually packed in peel pouch with view paper that is easy to open For single use only</p> <p>The following must be noted on the packaging:</p> <ul style="list-style-type: none"> ● Trade name ● Size and specification ● Method of sterilization ● Manufacturing site ● CE number ● Lot number

- Expiry date

Packaging: Box of 100 units

ITEM	DESCRIPTION
30 306 95	<p>Filter for IV solution (clear fluids) – neonatal Purpose: To filter clear fluids from particles and organisms in administration to neonates</p> <p>Hold-up volume 0.4 ml; Flow rate approx. 110 ml/hr Filter must be 0.2 micron Polyether sulfone (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</p> <p>See FILTERS FOR TPN AND IV SOLUTION - COLLECTIVE REQUIREMENTS</p>

ITEM	DESCRIPTION
30 306 96	<p>Filter for TPN – neonatal Purpose: To filter out large lipid particles, particle contamination and microbiological organisms from TPN administered to neonates</p> <p>Hold-up volume 0.8 ml; Flow rate approx. 75 ml/hr Filter must be 1.2 micron Polyether sulfone (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</p> <p>See FILTERS FOR TPN AND IV SOLUTION - COLLECTIVE REQUIREMENTS</p>

SECUREMENT DEVICES FOR LINES AND CATHETERS

SECUREMENT DEVICES – COLLECTIVE REQUIREMENTS

Sterile and individually packed in peel pouch with view paper
 For single use only
 Latex free, non-pyrogenic, hypoallergenic and DEHP free

The following must be noted on the packaging:

- Trade name
- Description
- Method of sterilization
- Manufacturing site
- CE number
- Lot number
- Expiry date

Per unit

ITEM	DESCRIPTION
30 392 45	<p>Neonatal Umbilical line securement device</p> <p>Individual pack to contain purpose designed umbilical 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 devices</p>

	<p>Must hold the catheter upright, without contact with the umbilical stump Must be able to be easily inspected and adjusted with gloved hands</p> <p>See SECUREMENT DEVICES – COLLECTIVE REQUIREMENTS</p>
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ITEM	DESCRIPTION
30 392 46	<p>Neonatal Peripheral line securement device</p> <p>Individual pack to contain purpose designed peripheral 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 small tubing sizes – (1mm-3mm) Must be able to be easily inspected and adjusted with gloved hands</p> <p>See SECUREMENT DEVICES – COLLECTIVE REQUIREMENTS</p>

SECTION M: PRICING SCHEDULE: (SBD 3.1)

(Refer to specification schedule for item description)

Name of bidder.....	Bid number: ZNB 6730/2021-H
Closing Time 11:00	Closing Date: 03/05/2022

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 FOER VARIOUS INSTITUTIONS: 3 YEAR CONTRACT

Item No	Description	Packaging unit	Price per packaging unit Year 1 (incl. VAT)	Price per packaging unit Year 2 (incl. VAT)	Price per packaging unit Year 3 (incl. VAT)	Total price per packaging unit (incl. VAT) Y1, Y2 & Y3
30 305 01	Needle-free blood administration set – Standard flow	Box of 50 units	R	R	R	R
30 305 05	High capacity with dual spikes via a Y- division blood administration set	Box of 50 units	R	R	R	R
30 306 46	Needle-free intravenous administration set for adult use – double Neutral Displacement ports	Box of 50 units	R	R	R	R
30 306 53	Central venous manometer set with tubing and Y injection site	Box of 50 units	R	R	R	R
30 306 56	Neonatal Mini-volume extension set: T-connector, ending in a luer slip connection distally, Microbore tubing and an Anti-reflux/ Positive Pressure Needle-Free Closure Device proximally	Box of 50 units	R	R	R	R
30 306 57	Paediatric Mini-Volume Extension Set: Distal Straight, luer slip connection, Microbore tubing and an Anti-reflux/ Positive Pressure Needle-Free Closure Device proximally	Box of 50 units	R	R	R	R

30 306 60	Adult Mini-Volume Extension Set: Distal Straight, Luer Slip connection, Standard bore tubing and a Neutral Displacement Needle-Free Closure Device proximally	Box of 50 units	R	R	R	R
30 306 61	Adult Mini-Volume Extension Set: Distal Straight, Luer Lock connection, Standard bore tubing and a Neutral Displacement Needle-Free Closure Device proximally	Box of 50 units	R	R	R	R
30 307 00	Neonatal Mini-volume extension set with dressing and securement device: T-connector, ending in luer slip connection distally, Microbore tubing and an Anti-reflux/ Positive Pressure Needle-Free with a Dressing and Securement Device	Box of 50 units	R	R	R	R
30 307 01	Paediatric Mini-Volume extension set with dressing and securement device with distal Straight, luer slip connection, Microbore tubing and an integral Anti-reflux Needle Free Closure Device proximally, Dressing and Securement Device	Box of 50 units	R	R	R	R
30 307 02	Adult Mini-Volume Extension Set with dressing and securement device: Distal Straight, Luer Slip connection , Standard bore tubing and a Neutral Displacement Needle Free Closure Device proximally with a Dressing and Securement Device	Box of 50 units	R	R	R	R
30 307 03	Adult Mini-Volume Extension Set with dressing and securement device: Distal Straight, Luer Lock connection, Standard bore tubing and a Neutral Displacement Needle Free	Box of 50 units	R	R	R	R

	Closure Device proximally with a Dressing and Securement Device					
30 306 62	Bifurcated Standard Bore extension set: with 2 Neutral Displacement Needle-Free Closure Devices proximally	Box of 50 units	R	R	R	R
30 306 63	Bifurcated Mini-bore extension set: with 2 Anti-reflux/ Positive Pressure Needle-Free Closure Device proximally	Box of 50 units	R	R	R	R
30 306 64	Trifurcated Standard Bore extension set: with 3 Neutral Displacement Needle-Free Closure Devices proximally	Box of 50 units	R	R	R	R
30 306 65	Trifurcated Mini-bore extension set: with 3 Anti-reflux/ Positive Pressure Needle-Free Closure Device proximally	Box of 50 units	R	R	R	R
30 306 66	Trifurcated Standard Bore extension set: with 3 Neutral Displacement Needle-Free Closure Devices proximally and clamps on all the extensions	Box of 50 units	R	R	R	R
30 306 67	Trifurcated Standard Bore extension set: with 3 Neutral Displacement Needle-Free Closure Devices proximally and clamps on all the extensions	Box of 50 units	R	R	R	R
30 306 69	Quadrucated Microbore extension set: with 4 Anti-reflux/ Positive Pressure Needle-Free Closure Device proximally and clamps on all the extensions	Box of 50 units	R	R	R	R
30 306 70	Extension set with 2 needle-free ports incorporated into 'y' sites – standard bore	Box of 50 units	R	R	R	R
30 306 71	Extension set with 3 needle-free ports incorporated into 'y' sites - standard bore	Box of 50 units	R	R	R	R
30 306 72	Extension set with 4 needle-free ports incorporated into 'y' sites - standard bore	Box of 50 units	R	R	R	R

30 306 73	Extension set with 4 coloured needle-free ports incorporated into 'y' sites - micro / mini bore	Box of 50 units	R	R	R	R
30 306 74	Precision flow controller (dial type) extension set: with 1 Neutral Displacement Needle-Free Closure Device and dial to control flow rate	Box of 50 units	R	R	R	R
30 306 75	Winged Butterfly needle for intermittent infusion - 21G 10cm	Box of 50 units	R	R	R	R
30 306 76	Winged Butterfly needle for intermittent infusion - 23G 10cm	Box of 50 units	R	R	R	R
30 306 77	Extension Set – standard bore	Box of 50 units	R	R	R	R
30 306 78	Extension set, clear - adsorption free application.	Box of 50 units	R	R	R	R
30 306 79	Extension set, light protected , for adsorption-free application	Box of 50 units	R	R	R	R
30 306 80	High capacity extension set	Box of 50 units	R	R	R	R
30 306 81	Extension set for Anaesthetic use	Box of 50 units	R	R	R	R
30 306 82	Extension set for Anaesthetic use- micro bore	Box of 50 units	R	R	R	R
30 306 83	Extension set for Anaesthetic use – spiral	Box of 50 units	R	R	R	R
30 306 84	Extension Set – standard bore with a 3 way stopcock 100cm	Box of 50 units	R	R	R	R
30 306 85	Extension Set – standard bore with a 3 way stopcock 150- 200cm	Box of 50 units	R	R	R	R
30 306 86	Single 'stand alone" Neutral Displacement Needle-Free Closure Device	Box of 50 units	R	R	R	R
30 306 87	Single 'stand alone" Anti-reflux/ Positive Pressure Needle-Free Closure Device	Box of 50 units	R	R	R	R
30 306 88	Single 'stand alone" needle-free connector for arterial use	Box of 50 units	R	R	R	R
30 306 89	Intravenous bag access spike with Needle-Free port	Box of 50 units	R	R	R	R
30 306 90	Intravenous bag access spike	Box of 50	R	R	R	R

	with back check valve and Needle-Free port	units				
30 306 91	Multi-dose vial adapter with Needle-Free port	Box of 50 units	R	R	R	R
30 306 92	Needle-free closure and positive pressure device	Box of 50 units	R	R	R	R
30 306 93	Three way stopcock	Box of 100 units	R	R	R	R
30 306 94	Three way stopcock - Needle-Free	Box of 100 units	R	R	R	R
30 306 95	Filter for IV solution (clear fluids) – neonatal	Box of 100 units	R	R	R	R
30 306 96	Filter for TPN – neonatal	Box of 100 units	R	R	R	R
30 392 45	Neonatal Umbilical line securement device	Per Unit	R	R	R	R
30 392 46	Neonatal Peripheral line securement device	Per Unit	R	R	R	R

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

Country of origin

Brand

Delivery period (on order)

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

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

.....
(Signature of Bidder)

.....
Date

.....
(Signature of Witness)

.....
Date

SECTION N: OBJECTIVE 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 and notices to bidders regarding the completion of bidding forms	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: Declaration That Information On Central Supplier Database Is Correct And Up To Date	Yes				
7	SECTION G: Preference points claim form in terms of the preferential procurement regulations 2017	Yes				
8	SECTION H: Record of amendments to bid documents	Yes				
9	SECTION I: General Conditions of Contract	Yes				
10	SECTION J: Special Conditions of Contract	Yes				
11	SECTION K: Conditions of Bid	Yes				
12	SECTION L: Specifications	No				
13	SECTION M: Pricing Schedule: (SBD 3.1)	Yes	Yes			
14	SECTION N: Objective Evaluation Criteria	Yes	Yes			
Prospective Bidders MUST provide the following as per the Mandatory Requirements:						
1.	Consortium/ Joint Venture/ Partnership	Yes	Yes			

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
	agreement, if applicable.	If Applicable				
2.	A Status Level Verification Certificate/Sworn Affidavit (For EMEs& QSEs) must be Submitted in order to qualify for Preference Points.	Yes	Yes			
3.	Letter of undertaking if not the manufacturer of the Equipment	Yes	Yes			

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.

