health
Department:
Health
REPUBLIC OF SOUTH AFRICA

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CONTRACT HM04-2015SS: THE SUPPLY AND DELIVERY OF SURGICAL SUNDRIES TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 1 NOVEMBER 2015 TO 31 MAY 2018

1. The attached contract circular is for your information.
2. This contract will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Requirement and Conditions of Contract are in conflict with the General Conditions of the Contract, the Special Requirements and Conditions of Contract will prevail.
3. The bid price offered applies to the product specified e.g. price per single unit, as per specification.
4. The following provincial Departments of Health will participate in this contract:

PARTICIPANTS	CONTACT PERSON	TEL NO	FAX NO
Eastern Cape	L Mabuya	(040) 608 0811	(086) 666 8790
Free State	K Mosikare J Gerber	(051) 411 0506 (051) 411 0558	(051) 430 5344
Gauteng	D Malela N Mfenguza	(011) 628 9183 (011) 355 3064	(086) 422 3576 (086) 623 6466
Limpopo	M A Mabotja S Rasekele	(015) 223 9000 (015) 223 9054	(015) 223 7002 (086) 604 7766
Mpumalanga	P Shikhibane B Thela	(013) 799 0214 Ext. 1168 (013) 283 9000	(086) 233 9757 (013) 283 9043
North West	D Bosiu S Mokgatlha	(018) 406 4799 (018) 384 2977	(018) 464 4794 (018) 384 3026
Northern Cape	S Zeelie E Delport	(053) 802 2320 (053) 830 2712	(086) 715 3041 (086) 508 3222

K Jamaloodien

K JAMALOODIEN
DIRECTOR: AFFORDABLE MEDICINES
For: DIRECTOR-GENERAL: HEALTH
DATE: 9/11/2015

CONTRACT HM04-2015SS: THE SUPPLY AND DELIVERY OF SURGICAL SUNDRIES TO THE DEPARTMENT OF HEALTH FOR THE PERIOD 1 NOVEMBER 2015 TO 31 MAY 2018

1. IMPORTANT GENERAL INFORMATION:

1.1 Please note that the delivered price is for the unit of measure (UOM) offered. Unit of Measure, National Stock Numbers and prices should be carefully matched when placing or executing orders.

1.2 All prices are inclusive of 14 % VAT.

1.3 All prices are on a delivered basis.

1.4 Contact persons and e-mail addresses indicated hereunder are to be used for contract enquiries and not for orders

2. NAMES AND ADDRESSES OF CONTRACTORS AND CONTACT DETAIL

Supplier Name	Supplier Code	Postal Address	Contact Detail --- Telephone Number Fax Number	Contact Person --- E-mail Address
Akacia Medical (Pty) Ltd	V6571	P O BOX 36579 **CHEMPET** 7442	(021) 521-4100 (021) 521-4141	Christelle Niekerk christelle@akaciahealth.com
Dr Temp (Pty) Ltd	V3XP6	P O Box 95384 Waterkloof **PRETORIA** 0145	(012) 346-5146 (012) 346-8684	Corinne Turchetti info@drtemp.com
Evergreen Latex cc	VTA09	P O Box 35116 Menlo Park **PRETORIA** 0102	(012) 661-3241 (012) 661-6927	Chien Hui Yang katie@evergreenlatex.com
Halyard Health South Africa	V3R66	Private Bag X60500 **HOUGHTON** 2041	(080) 111-1332 (080) 111-1335	Bernadette Barker barn.barker@hyh.com
Hartmann-Vitamed (Pty) Ltd	V6549	P O Box 993 North Riding **JOHANNESBURG** 2162	(011) 704-7420 (011) 704-7424	Mari Ellis mari.ellis@hartmann.info
Isigidi Trading 95 cc	V1UA3	P O Box 11828 **CENTURION** 0046	(012) 661-5608 (012) 661-5609	Richard Yang richard.yang@isigidi-medical.com

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Supplier Name	Supplier Code	Postal Address	Contact Detail --- Telephone Number Fax Number	Contact Person --- E-mail Address
Logan Medical and Surgical (Pty) Ltd	V0ZP3	P O Box 60175 Phoenix **DURBAN** 4080	(087) 980-1298 (031) 502-2062	Nicholas Naidoo nicholas@loganmed.co.za
Meddreg Technology cc	V2TW9	PO BOX 60797 **PHOENIX** 4080	(031) 500-9738 (031) 500-6500	Cherisse Alicia Baitchu orders@meddreg.co.za
Medi-Core Technologies (Pty) Ltd	V3VP6	P O Box 1803 **VERULAM** 4340	(032) 541-1064 (086) 546-7747	Moonilal Seopursat medicoresales@gmail.com
Palmed Medical and Surgical Supplies cc	VABX8	P O Box 15264 **WESTMEAD** 3608	(031) 700-3570 (031) 700-3576	Sathasivan Perumal allan@palmed.co.za
Sanbonani Holdings (Pty) Ltd	V15Q0	PO BOX 3089 The Reeds **CENTURION** 0158	(011) 314-6617 (011) 314-6618	Michelle Chamberlain michelle@sanbonani.co.za
Supra Healthcare Johannesburg (Pty) Ltd	V6389	PO Box 178 Isando **KEMPTON PARK** 1600	(011) 049-4100 (011) 974-5421	Dave Burnstein daveb@suprahealthcare.com

Item No	Item Description	Estimate	Supplier Name	Supplier Code	Brand Name	Delivered Price	Unit Pack	Lead time (Days)	MOQ	Total Score	National Stock Number	UOM
1	Applicator (orange stick) Round, smooth hardwood 2mm x 150mm **Box of 500**	33 900	Palmed Medical and Surgical Supplies cc	VABX8	Palmed	R 18.2200	Box of 500	21	50	100	180001368	BX
2	Applicator haemolysis **Box of 100**	18 400	Supra Healthcare Johannesburg (Pty) Ltd	V6389	Fencott	R 101.9800	Tub of 100	21	1	99	180238188	BX
3.1	Apron, plastic, full body, single use, no-noise smooth plastic material Length from neck: not less than 110cm Width: not less than 65cm Thickness: 25 micron Ties length: not less than 50cm Width: not less than 5cm **Each Colour: BLUE**	4 382 200	Medi-Core Technologies (Pty) Ltd	V3VP6	Ulife	R 0.3421	Each (Packed in 100's)	21	1000	100	189716028	EA
3.2	Apron, plastic, full body, single use, no-noise smooth plastic material Length from neck: not less than 110cm Width: not less than 65cm Thickness: 25 micron Ties length: not less than 50cm Width: not less than 5cm **Each Colour: RED**	957 900	Medi-Core Technologies (Pty) Ltd	V3VP6	Ulife	R 0.3421	Each (Packed in 100's)	21	1000	100	180009232	EA
3.3	Apron, plastic, full body, single use, no-noise smooth plastic material Length from neck: not less than 110cm Width: not less than 65cm Thickness: 25 micron Ties length: not less than 50cm Width: not less than 5cm **Each Colour: WHITE**	5 572 200	Medi-Core Technologies (Pty) Ltd	V3VP6	Ulife	R 0.3235	Each (Packed in 100's)	21	1000	100	189716026	EA
3.4	Apron, plastic, full body, single use, no-noise smooth plastic material Length from neck: not less than 110cm Width: not less than 65cm Thickness: 25 micron Ties length: not less than 50cm Width: not less than 5cm **Each Colour: YELLOW**	1 293 800	Medi-Core Technologies (Pty) Ltd	V3VP6	Ulife	R 0.3421	Each (Packed in 100's)	21	1000	100	180009221	EA
3.5	Apron, plastic, full body, single use, no-noise smooth plastic material Length from neck: not less than 110cm Width: not less than 65cm Thickness: 25 micron Ties length: not less than 50cm Width: not less than 5cm **Each Colour: LIGHT-GREEN**	748 000	Medi-Core Technologies (Pty) Ltd	V3VP6	Ulife	R 0.3421	Each (Packed in 100's)	21	1000	100	189716027	EA
4.1	Band, personal identification of plastic / other suitable non-abrasive material and with the following features: - Non toxic, hypo-allergenic, light-weight, durable - Must allow for indelible printing of patient`s particulars with ordinary ink pen - To be supplied with a locking device which cannot ordinarily be opened after initial closure **Box of 100** For adults To fit circumference 12 cm - 26 cm Total circumference at least 28cm **Colour: WHITE**	72 600	Meddreg Technology cc	V2TW9	Medi-Band	R 40.3100	Box of 100	21	10	100	180012439	BX

Item No	Item Description	Estimate	Supplier Name	Supplier Code	Brand Name	Delivered Price	Unit Pack	Lead time (Days)	MOQ	Total Score	National Stock Number	UOM
4.2	Band, personal identification of plastic / other suitable non-abrasive material and with the following features: - Non toxic, hypo-allergenic, light-weight, durable - Must allow for indelible printing of patient`s particulars with ordinary ink pen - To be supplied with a locking device which cannot ordinarily be opened after initial closure **Box of 100** For adults To fit circumference 12 cm - 26 cm Total circumference at least 28cm **Colour: YELLOW**	38 100	Meddreg Technology cc	V2TW9	Medi-Band	R 40.3100	Box of 100	21	10	100	180012324	BX
4.3	Band, personal identification of plastic / other suitable non-abrasive material and with the following features: - Non toxic, hypo-allergenic, light-weight, durable - Must allow for indelible printing of patient`s particulars with ordinary ink pen - To be supplied with a locking device which cannot ordinarily be opened after initial closure **Box of 100** For adults To fit circumference 12 cm - 26 cm Total circumference at least 28cm **Colour: PINK**	39 700	Meddreg Technology cc	V2TW9	Medi-Band	R 40.3100	Box of 100	21	10	100	180012319	BX
4.4	Band, personal identification of plastic / other suitable non-abrasive material and with the following features: - Non toxic, hypo-allergenic, light-weight, durable - Must allow for indelible printing of patient`s particulars with ordinary ink pen - To be supplied with a locking device which cannot ordinarily be opened after initial closure **Box of 100** For children To fit ankles with circumference 9 cm - 16 cm Total circumference at least 18cm **Colour: White**	32 900	Logan Medical and Surgical (Pty) Ltd	V0ZP3	LMS	R 47.0400	Box of 100	21	5000	100	180012426	BX
4.5	Band, personal identification of plastic / other suitable non-abrasive material and with the following features: - Non toxic, hypo-allergenic, light-weight, durable - Must allow for indelible printing of patient`s particulars with ordinary ink pen - To be supplied with a locking device which cannot ordinarily be opened after initial closure **Box of 100** For children. To fit ankles with circumference 9 cm - 16 cm Total circumference at least 18cm **Colour: Yellow**	3 100	Evergreen Latex cc	VTA09	Evergreen	R 38.9000	Box of 100	5	200	98	180012404	BX

Item No	Item Description	Estimate	Supplier Name	Supplier Code	Brand Name	Delivered Price	Unit Pack	Lead time (Days)	MOQ	Total Score	National Stock Number	UOM
4.6	Band, personal identification of plastic / other suitable non-abrasive material and with the following features: - Non toxic, hypo-allergenic, light-weight, durable - Must allow for indelible printing of patient`s particulars with ordinary ink pen - To be supplied with a locking device which cannot ordinarily be opened after initial closure **Box of 100** For children. To fit ankles with circumference 9 cm - 16 cm Total circumference at least 18cm **Colour: Pink**	5 800	Evergreen Latex cc	VTA09	Evergreen	R 38.9000	Box of 100	5	200	98	180012419	BX
4.7	Band, personal identification of plastic / other suitable non-abrasive material and with the following features: - Non toxic, hypo-allergenic, light-weight, durable - Must allow for indelible printing of patient`s particulars with ordinary ink pen - To be supplied with a locking device which cannot ordinarily be opened after initial closure **Box of 100** For premature babies and neonates. To fit ankles with a circumference of 6 cm - 12cm The warning `FOR NEONATES ONLY` must be printed **Colour: White**	20 600	Supra Healthcare Johannesburg (Pty) Ltd	V6389	Clairemed	R 47.9400	Box of 100	21	1	99	180012390	BX
5.2	Bib for protecting clothes, unsterile, disposable for Adults **Each**	2 600	Hartmann-Vitamed (Pty) Ltd	V6549	Hartmann - Valafit Tape Bib	R 0.9100	Each (Packed in 100's)	2	100	90	181930612	EA
6.1	Brush, surgical, nail, autoclavable, continuously re-usable without distortion or change in quality. Must be stackable **Each**	90 600	Akacia Medical (Pty) Ltd	V6571	Akacia	R 7.7500	Each (Packed in 20's)	20	200	99	189702018	EA
6.2	Brush, surgical, nail, sterile, single use in theatres with nail cleaner. Bristles and backing - linear low density polyethelene (medical grade). Sponge - expanded polyurethane. Nail cleaner - polypropylene. Gamma-sterilised. Peel packed. Sample must be submitted in the original packaging. **Each**	235 200	Medi-Core Technologies (Pty) Ltd	V3VP6	Ulife	R 2.1400	Each	21	200	100	180009280	EA
7.1	Cap, beret type, single use, diameter not less than 53 cm, non-woven fabric, with elastic thread all the way around the edge, attached by an overlocked stitch Colour: Different colours acceptable **Box of 100**	48 200	Halyard Health South Africa	V3R66	Bouffant Cap Blue	R 110.0000	Box of 100	14	5	95	180197232	CO
7.2	Cap, theatre, balaclava type, single use. The cap must be fabricated from a light, non-woven fabric Colour: Different colours acceptable **Box of 100**	57 700	Supra Healthcare Johannesburg (Pty) Ltd	V6389	Avacare	R 69.2200	Box of 100	21	1	99	180009282	BX

Item No	Item Description	Estimate	Supplier Name	Supplier Code	Brand Name	Delivered Price	Unit Pack	Lead time (Days)	MOQ	Total Score	National Stock Number	UOM
7.3	Cap, theatre, bonnet type, single use, light weight non-woven fabric. Cap to fit most head sizes in order to cover hair. Back panel to be gathered with an elastic band. Strong grain of fabric to run lengthwise of ties. Colour: Different colours acceptable **Box of 100**	21 200	Logan Medical and Surgical (Pty) Ltd	V0ZP3	LMS	R 44.4500	Box of 100	21	5000	100	189705227	BX
8	Clamp, umbilical cord, Clamp must be constructed for easy application in wet, slippery conditions. Serrations and stoppers must prevent cord from slipping. Clamp must remain securely locked after application and must not cut through cord. Single use sterile pack Size: Large. Nominal measurements: Overal length: 55mm Jaw length: 40mm Width of clamping surface: 6mm Colour: Different colours acceptable To comply with the latest issue of CKS 312. Certificate of compliance to be submitted with bid **Each**	2 260 900	Dr Temp (Pty) Ltd	V3XP6	Oclamp	R 2.4000	Each	14	500	100	180967261	EA
13.1	Gown, hospital, non-woven polypropylene, short sleeves with belt and neck closure, no collar Medium density and opaque (not able to see through) Single use Colour: Different colours acceptable Individually wrapped **Each Size: Child (Age 3yrs - 6yrs)**	9 000	Palmed Medical and Surgical Supplies cc	VABX8	Palmed	R 4.5000	Each (Packed in 100's)	21	100	100	181750144	EA
13.2	Gown, hospital, non-woven polypropylene, short sleeves with belt and neck closure, no collar Medium density and opaque (not able to see through) Single use Colour: Different colours acceptable Individually wrapped **Each Size: Child (Age 6 yrs - 9 yrs)**	14 100	Medi-Core Technologies (Pty) Ltd	V3VP6	Ulife	R 3.7400	Each	21	100	100	180952643	EA
13.3	Gown, hospital, non-woven polypropylene, short sleeves with belt and neck closure, no collar Medium density and opaque (not able to see through) Single use Colour: Different colours acceptable Individually wrapped **Each Size: Medium**	106 600	Palmed Medical and Surgical Supplies cc	VABX8	Palmed	R 4.1000	Each (Packed in 100's)	21	100	100	181930542	EA
13.4	Gown, hospital, non-woven polypropylene, short sleeves with belt and neck closure, no collar Medium density and opaque (not able to see through) Single use Colour: Different colours acceptable Individually wrapped **Each Size: Large**	158 200	Palmed Medical and Surgical Supplies cc	VABX8	Palmed	R 4.2500	Each (Packed in 100's)	21	100	100	181886604	EA

Item No	Item Description	Estimate	Supplier Name	Supplier Code	Brand Name	Delivered Price	Unit Pack	Lead time (Days)	MOQ	Total Score	National Stock Number	UOM
13.5	Gown, hospital, non-woven polypropylene, short sleeves with belt and neck closure, no collar Medium density and opaque (not able to see through) Single use Colour: Different colours acceptable Individually wrapped **Each Size: Extra large**	86 900	Palmed Medical and Surgical Supplies cc	VABX8	Palmed	R 4.5200	Each (Packed in 100's)	21	100	100	180952644	EA
14.3	Gown, surgical, non-woven polypropylene Body ± 54 g/m², sleeves ± 66 g/m² Long sleeves with cuffs. Reinforced in chest and forearm areas. Resistant to liquid penetration. Lint-free, non- flammable. Bacterial barrier efficiency, to comply with CKS 676 Compliance certificate to be submitted Sterile, individually double peel packed. Colour: BLUE **Each Size: Large**	138 100	Halyard Health South Africa	V3R66	Ultra Fabric-Reinforced Surgical Gown Large	R 42.0600	Each (Packed in 30's)	14	5	95	180229118	EA
14.4	Gown, surgical, non-woven polypropylene Body ± 54 g/m², sleeves ± 66 g/m² Long sleeves with cuffs. Reinforced in chest and forearm areas. Resistant to liquid penetration. Lint-free, non- flammable. Bacterial barrier efficiency, to comply with CKS 676 Compliance certificate to be submitted Sterile, individually double peel packed. Colour: BLUE **Each Size: Extra Large**	78 900	Halyard Health South Africa	V3R66	Ultra Fabric-Reinforced Surgical Gown X Large	R 47.0200	Each (Packed in 28's)	14	5	95	181845923	EA
15.1	Mask surgical face, Type 1: Fluid mask without eyeshield, single use. The mask should be made from four layers of fabric and pleated horizontally with three pleats. Have four tie backs for fastening to head Fit a wide range of face shapes and sizes to permit easy breathing Have a strip of foam rubber at the top edge at the back and a nose piece of flexible material at the front which enable the mask to be shaped around the nose and face. Packaging should indicate: Bacterial filtration efficiency, latex content, classification and type. To comply with latest edition of SANS 1866 Compliance certificate to be submitted with bid **Box of 50** **(Note: Not the N95 mask)**	233 200	Halyard Health South Africa	V3R66	KC100 Surgical Mask with SO SOFT* Lining Blue	R 72.0000	Box of 50	14	5	95	180012892	BX
15.2	Mask surgical face standard, Type 5, procedure mask with elastic earloops, single use, latex free. For patient procedures. Colour: Different colours acceptable Label on packaging to state: Bacterial filtration efficiency of product, latex content. To comply with latest edition of SANS 1866. Certificate of compliance to be submitted with bid. **Box of 50**	121 500	Isigidi Trading 95 cc	V1UA3	Isigidi	R 12.9500	Box of 50	14	80	100	189704191	BX

Item No	Item Description	Estimate	Supplier Name	Supplier Code	Brand Name	Delivered Price	Unit Pack	Lead time (Days)	MOQ	Total Score	National Stock Number	UOM
15.3	Mask surgical face: Particulate filtering half mask. Disposable. Particulate filtration respirator for use in proximity of diseases such as tuberculosis. Must be compliant with SANS 50149:2003 standards. (SANS5049/ EN149) Compliance certificate to be submitted with bid. A valid NIOSH approval certificate must be submitted with bid. The approved product must feature on the NIOSH website **Size: Small** **Please see full specification on page 10 of 10 of this document.**	193 900	Halyard Health South Africa	V3R66	TECNOL* FLUIDSHIELD* PFR95* N95 Particulate Filter Respirator Surgical Mask, Pouch-Style With Polyurethane Headbands SMALL	R 4.0500	Each (Packed in 35's)	14	3	95	181930611	EA
15.4	Mask surgical face: Particulate filtering half mask. Disposable. Particulate filtration respirator for use in proximity of diseases such as tuberculosis. Must be compliant with SANS 50149:2003 standards. (SANS5049/ EN149) Compliance certificate to be submitted with bid. A valid NIOSH approval certificate must be submitted with bid. The approved product must feature on the NIOSH website **Size: Medium** **Please see full specification on page 10 of 10 of this document.**	581 700	Halyard Health South Africa	V3R66	TECNOL* FLUIDSHIELD* PFR95* N95 Particulate Filter Respirator Surgical Mask, Pouch-Style With Polyurethane Headbands REGULAR	R 4.3100	Each (Packed in 35's)	14	3	95	181864469	EA
15.6	Mask surgical face, Type 1: Fluid mask with eye shield. Features of eye shield: To comply with latest edition of SANS 1866. Compliance certificate to be submitted with bid. **Box of 25** **Please see full specification on page 10 of 10 of this document.**	530 700	Supra Healthcare Johannesburg (Pty) Ltd	V6389	Avacare	R 98.1900	Box of 25	21	1	99	181774099	BX
16.1	Overshoe, non-woven, single use. To be made from durable, water-repellent, opaque material Seamfree undersole. Elasticated opening. Suitable for all size shoes **Box of 100**	931 700	Logan Medical and Surgical (Pty) Ltd	V0ZP3	LMS	R 27.6500	Box of 100	21	2000	100	189705228	BX
16.2	Overshoe, plastic, single use Elasticated opening Forensic and Isolation Units Suitable for all size shoes **Box of 100**	38 800	Evergreen Latex cc	VTA09	Evergreen	R 14.2000	Box of 100	5	200	98	181930699	BX
17.1	Sleeve, protector, single use Arm sleeve cover, Surgical disposable low density polythene material, Waterproof Length: 45cm. Width: 20cm Double open ended. Elasticized both ends Non-sterile **Each**	10 300	Evergreen Latex cc	VTA09	Evergreen	R 0.1900	Each	5	200	98	181930701	EA

Item No	Item Description	Estimate	Supplier Name	Supplier Code	Brand Name	Delivered Price	Unit Pack	Lead time (Days)	MOQ	Total Score	National Stock Number	UOM
17.2	Sleeve, surgical, re-useable PVC material, Length: 45cm Circumfence: 40cm Double open ended Elastisized both sides One size fits all **Each**	5 200	Logan Medical and Surgical (Pty) Ltd	V0ZP3	LMS	R 5.1300	Each (Packed in 10's)	21	50	100	181930703	EA
18.4	Underwear, disposable (Briefs) Manufactured from non-transparent, non-woven, durable fabric with elasticised yarn (or similar material) over-locked around leg and waist opening. **Each Size: XX-LARGE** Waist circumference: 130-150 cm Leg circumference: 40-80 cm **Waist-crotch: not less than 44 cm**	9 200	Hartmann-Vitamed (Pty) Ltd	V6549	Hartmann - Briefs non-woven XX-Large	R 3.1600	Each (Packed in 50's)	2	50	90	181789745	EA
18.5	Underwear, disposable (Briefs) Manufactured from non-transparent, non-woven, durable fabric with elasticised yarn (or similar material) over-locked around leg and waist opening. **Each Size: XXX-LARGE** Waist circumference: 140-160 cm Leg circumference: 44- 88 cm **Waist-crotch: not less than 46 cm**	2 800	Hartmann-Vitamed (Pty) Ltd	V6549	Hartmann - Briefs non-woven XXX-Large	R 3.5200	Each (Packed in 50's)	2	50	90	181789747	EA
20.3	Thermometer, non-mercury. For single patient use Clinical thermometer to measure oral, axillary and rectal temperature in degrees Celsius. Self contained without circuits, moving parts or cover. No re-calibration or special storage requirements. Able to withstand exposure to high temperature conditions during storage or transit. Temperature reading to revert back to ambient temperature after use, to allow reuse by same patient after cleaning. Shelf life at least 5 years from date of manufacture. To comply with the latest edition of ASTM standard Compliance certificate to be submitted with bid. Suitable for use in all environments. **Unit: Each**	29 923 700	Dr Temp (Pty) Ltd	V3XP6	NexTemp	R 2.4000	Each (Packed in 100's)	14	2000	100	181854786	EA
20.4	Thermometer, non-mercury, semi-disposable. For single patient use For adherence to the axilla. Safe for use with babies and children, non toxic and latex free. Must not contain mercury, batteries or other hazardous material and be submersible in water To allow continuous reading employing precision phase change technology (liquid crystal) for up to 48 hours after placement in the axilla. To comply with the latest edition of ASTM 1299 Compliance certificate to be submitted with bid. **Unit: Each**	2 812 100	Dr Temp (Pty) Ltd	V3XP6	Traxit	R 5.7500	Each (Packed in 100's)	14	2000	100	181863977	EA
21	Perforator, membrane, amniotic, made from Acrylonitrile Butadine Styrine(ABS) or a similar strong material, disposable Sterile Individually peel packed **Box of 100**	333 200	Logan Medical and Surgical (Pty) Ltd	V0ZP3	LMS	R 103.7400	Box of 100	21	2000	100	181930749	BX

Item No	Item Description	Estimate	Supplier Name	Supplier Code	Brand Name	Delivered Price	Unit Pack	Lead time (Days)	MOQ	Total Score	National Stock Number	UOM
22.1	Shield, eye, Cartella **Box of 100 Left opulet**	5 600	Medi-Core Technologies (Pty) Ltd	V3VP6	Ulife	R 184.6500	Box of 100	21	5	100	181930750	BX
22.2	Shield, eye, Cartella **Box of 100 Right opulet**	3 200	Medi-Core Technologies (Pty) Ltd	V3VP6	Ulife	R 184.6500	Box of 100	21	5	100	181930751	BX
23.1	Eye bands, Phototherapy protection with adjustable strap **Premature (210-260mm)**	4 000	Sanbonani Holdings (Pty) Ltd	V15Q0	Clairemed	R 23.0000	Each	10	20	99	181870993	EA
23.2	Eye bands, Phototherapy protection with adjustable strap **New-Born (260-310mm)**	2 100	Sanbonani Holdings (Pty) Ltd	V15Q0	Clairemed	R 23.0000	Each	10	20	99	181870996	EA
23.3	Eye bands, Phototherapy protection with adjustable strap **Infant (310-340mm)**	2 100	Sanbonani Holdings (Pty) Ltd	V15Q0	Clairemed	R 23.0000	Each	10	20	99	181870997	EA
24.1	Shrouds with tieback, disposable Material: PVC light weight, non-transparent, waterproof **Each Size: Neonates**	1 900	Logan Medical and Surgical (Pty) Ltd	V0ZP3	LMS	R 5.8400	Each	21	100	100	181930813	EA
24.2	Shrouds with tieback, disposable Material: PVC light weight, non-transparent, waterproof **Each Size: For babies**	2 600	Logan Medical and Surgical (Pty) Ltd	V0ZP3	LMS	R 8.4100	Each	21	100	100	181930814	EA
24.3	Shrouds with tieback, disposable Material: PVC light weight, non-transparent, waterproof **Each Size: For children**	4 500	Logan Medical and Surgical (Pty) Ltd	V0ZP3	LMS	R 12.8200	Each	21	100	100	181930815	EA
24.4	Shrouds with tieback, disposable Material: PVC light weight, non-transparent, waterproof **Each Size: Adults: Small**	2 600	Logan Medical and Surgical (Pty) Ltd	V0ZP3	LMS	R 16.6700	Each	21	100	100	181863172	EA
24.5	Shrouds with tieback, disposable Material: PVC light weight, non-transparent, waterproof **Each Size: Adults: Medium**	7 800	Logan Medical and Surgical (Pty) Ltd	V0ZP3	LMS	R 22.7300	Each	21	100	100	181893372	EA
24.6	Shrouds with tieback, disposable Material: PVC light weight, non-transparent, waterproof **Each Size: Adults Large**	4 500	Logan Medical and Surgical (Pty) Ltd	V0ZP3	LMS	R 27.5800	Each	21	100	100	181893373	EA
24.7	Shrouds with tieback, disposable Material: PVC light weight, non-transparent, waterproof **Each Size: Adults: X Large**	3 900	Logan Medical and Surgical (Pty) Ltd	V0ZP3	LMS	R 31.0400	Each	21	100	100	181863171	EA
25	Spatula, tongue, hardwood, single use, edges and surface must be smooth but not slippery (Plastic is not acceptable). Approximate dimensions 150 mm x 17 mm x 1,5 mm **Box of 100**	150 500	Logan Medical and Surgical (Pty) Ltd	V0ZP3	LMS	R 10.0700	Box of 100	21	5000	100	180009261	BX
26	Spatula vaginal aylesbury wooden, smooth edges Dimensions: Length: 18cm With anatomically profiled head: 30mm x 20mm x 1.5mm **Box of 50**	33 800	Medi-Core Technologies (Pty) Ltd	V3VP6	Ulife	R 9.7500	Box of 50	21	100	100	180158942	CO

Item No	Item Description	Estimate	Supplier Name	Supplier Code	Brand Name	Delivered Price	Unit Pack	Lead time (Days)	MOQ	Total Score	National Stock Number	UOM
27.1	Speculum, vaginal, Cusco, non-sterile, single use, clear, polystyrene, light, robust, no sharp edges Consists of two duckbill shaped blades, hinged at one extremity forming two handle pieces with a ratchet at an angle to effect opening of the blades. Individually packed **Each Size: Small (75mm x 25mm)**	33 900	**TO FOLLOW**									
27.2	Speculum, vaginal, Cusco, non-sterile, single use, clear, polystyrene, light, robust, no sharp edges Consists of two duckbill shaped blades, hinged at one extremity forming two handle pieces with a ratchet at an angle to effect opening of the blades. Individually packed **Each Size: Medium (85mm x 30mm)**	125 600	**TO FOLLOW**									
27.3	Speculum, vaginal, Cusco, non-sterile, single use, clear, polystyrene, light, robust, no sharp edges Consists of two duckbill shaped blades, hinged at one extremity forming two handle pieces with a ratchet at an angle to effect opening of the blades. Individually packed **Each Size: Large (100mm x 35mm)**	122 000	**TO FOLLOW**									

Item No	Item Description	Estimate	Supplier Name	Supplier Code	Brand Name	Delivered Price	Unit Pack	Lead time (Days)	MOQ	Total Score	National Stock Number	UOM

Full Specification for item 15.3
Mask surgical face: Particulate filtering half mask. Disposable.
Particulate filtration respirator for use in proximity of diseases such as tuberculosis.
Must cover the chin, mouth and nose
Material of construction shall be suitable to withstand 12 hours intended use.
Half mask should consist substantially of filter material which forms an inseparable part of the device Should not release materials to the air or user during use.
May include exhalation valves which aid comfort
Must have a self adjusting head harness durable enough to survive repeated donning and doffing during a 12 hour work day
Packaging should indicate:
• Name or trademark, • Type identification marking • Classification
• Identification of the standard of compliance • Expiry date
• Recommended conditions of storage
Particle filtering half masks shall be packaged such that they are protected from mechanical damage or contamination during transit, storage and unpacking.
The packaging shall contain the manufacturer's information regarding appropriate donning and doffing of the masks
Must be compliant with SANS 50149:2003 standards. (SANS5049/ EN149)
Compliance certificate to be submitted with bid.
A valid NIOSH approval certificate must be submitted with bid. The approved product must feature on the NIOSH website
Size: Small

Full Specification for item 15.4
Mask surgical face: Particulate filtering half mask. Disposable.
Particulate filtration respirator for use in proximity of diseases such as tuberculosis.
Must cover the chin, mouth and nose
Material of construction shall be suitable to withstand 12 hours intended use.
Half mask should consist substantially of filter material which forms an inseparable part of the device Should not release materials to the air or user during use.
May include exhalation valves which aid comfort
Must have a self adjusting head harness durable enough to survive repeated donning and doffing during a 12 hour work day
Packaging should indicate:
• Name or trademark, • Type identification marking • Classification
• Identification of the standard of compliance • Expiry date
• Recommended conditions of storage
Particle filtering half masks shall be packaged such that they are protected from mechanical damage or contamination during transit, storage and unpacking.
The packaging shall contain the manufacturer's information regarding appropriate donning and doffing of the masks
Must be compliant with SANS 50149:2003 standards. (SANS5049/ EN149)
Compliance certificate to be submitted with bid.
A valid NIOSH approval certificate must be submitted with bid. The approved product must feature on the NIOSH website
Size: Medium

Full Specification for item 15.6
Mask surgical face, Type 1: Fluid mask with eye shield.
Features of eye shield:
Clear PVC 0.1mm thickness, 89% light transmittance, superior anti-fog coating, zero optical distortion.
Features of mask:
Made of four layers of fabric and pleated horizontally with three pleats. Have four tie backs for fastening to head,
A strip of foam at the top edge at the back and a nose piece of flexible material at the front which enable the mask to be shaped around the nose and face.
Packaging should indicate:
Bacterial filtration efficiency, latex content, classification and type.
To comply with latest edition of SANS 1866.
Compliance certificate to be submitted with bid.
Box of 25

health

Department:
Health
REPUBLIC OF SOUTH AFRICA

Special Requirements and Conditions of Contract

HM04–2015SS
THE SUPPLY AND DELIVERY OF **SURGICAL SUNDRIES** TO THE DEPARTMENT OF HEALTH

FOR THE PERIOD 1 NOVEMBER 2015 TO 31 MAY 2018

VALIDITY PERIOD: 120 days

National Department of Health

Compulsory Briefing Session
25 May 2015
Time: 14:00-16:00
Venue:
National Department of Health
Civitas Building
242 Struben Street (Cnr Thabo Sehume and Struben streets)
Impilo Board Room, North Tower,
Pretoria

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SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

1. BACKGROUND

This bidding process, and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Requirements and Conditions of Contract are supplementary to the General Conditions of Contract. Where the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract will prevail.

2. EVALUATION CRITERIA

2.1. PREFERENCE POINTS SYSTEM

2.1.1. In terms of Regulation 6 of the Preferential Procurement Regulations, published in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the Department of Health on the 90/10- preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (final delivered price including VAT): maximum 90 points
- B-BBEE status level of bidder: maximum 10 points

2.1.2. The following formula will be used to calculate the points for price:

$$Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where:

Ps= Points scored for comparative price of bid under consideration

Pt= Comparative price of bid under consideration

Pmin= Comparative price of lowest acceptable bid

2.1.3. A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status in accordance with the table below:

B-BBEE Status	
Level of Contributor	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

2.1.4. Bidders are required to complete the preference claim form (SBD 6.1) irrespective of whether the B-BBEE status level points are claimed or not.

2.1.5. The points scored by a bidder for B-BBEE contribution will be added to the points scored for price.

2.1.6. Only bidders who have completed and signed the declaration part of the preference claim form, and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of Close Corporation Act, 1984 (Act 69 of 1984)) or an accredited verification agency will be considered for preference points.

2.1.7. Bidders that fail to comply with paragraphs 2.1.4 and 2.1.6 will be allocated zero points for B-BBEE status.

2.1.8. The Department of Health may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference points.

2.1.9. The points scored will be rounded off to the nearest 2 decimals.

2.1.10. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

2.1.11. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

3. PRE AWARD SUPPLIER DUE DILIGENCE

The Department of Health reserves the right to conduct supplier due diligence prior to the final award of contract, or at any time thereafter.

4. PARTICIPATING AUTHORITIES

The National Department of Health and the following Provincial Departments of Health will participate in this contract: Eastern Cape, Free State, Gauteng, Limpopo, Mpumalanga, Northern Cape and North West.

5. CONTRACT PERIOD

The contract period shall be for 31 months commencing on 01 November 2015.

6. DOCUMENT SUBMISSION AND COMPLETION FOR BIDDING

6.1. BID DOCUMENTS FOR SUBMISSION

6.1.1. Bidders MUST submit the following completed documents:

- SBD1: Invitation to bid
- SBD2: Tax Clearance Certificate: Certificate must be original and valid
- SBD4: Declaration of Interest
- SBD5: The National Industrial Participation Programme
- SBD6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2011
- SBD8: Declaration of bidder's past supply chain management practices
- SBD9: Certificate of independent bid determination
- MRBD1: Authorisation Declaration (if applicable)
- MRBD4.1: Supplier details
- MRBD6: Declaration of sterility
- MRBD7: Compulsory briefing session attendance certificate
- B-BBEE Status Level Verification Certificate (if applicable) (Original or Certified Copy)
- Certified document of the CIPC document (Reflecting the Entity’s Registration Number and Registered Name)
- Completed Bid Response Documents: Completion of all response fields per item offered is mandatory.
- Product information, e.g. catalogue

6.2. COMPLETION OF DOCUMENTS AND BID SUBMISSION

Bidders are required to submit three sets of bid documents according to the instructions below. All three sets must be submitted before the closing date and time. Set 2 and Set 3 must be included on a CD with Set 1 and submitted in **a sealed package**. The full name and address of the bidder, including the return address, the bid number and the closing date must be clearly indicated on the package. All fields must be completed. Where information requested is not relevant this should be indicated with N/A.

6.2.1. Set 1: Hard copy legally binding bid documents (printed version of completed documents)

All bid documents are provided in electronic format (fillable PDF and Excel). Bidders must complete all SBD, MRBD and Bid Response forms in electronic format. black ink, typed. Where no electronic entry field is provided bidders must complete the fields in black ink, handwritten in capital letters. The completed electronic forms must be printed and signed. Bidders must submit their complete bid in hard copy format (paper document).The signed hard copy of the bid document will serve as the legal bid document. The Chief Executive Officer, Chief Financial Officer, or authorised designee of the entity submitting the bid must sign the official signature pages. All pages in the complete bid document must be initialled by same with black ink. The use of correction fluid is not acceptable. Any change/s must be clearly indicated and initialled.

6.2.2. Set 2: PDF of Hard Copy, signed legal documents. (i.e. scanned document of Set 1 into PDF)

Bidders **must** submit a scanned PDF version of the entire signed hardcopy bid, including all certificates and documents requested.

6.2.3. Set 3: Electronic version of bid documents

Bidders must submit the electronic versions of all completed SBD and MRBD documents (in the PDF format provided) and completed Bid Response Document (in Excel format) on a CD.

6.2.4. All three sets of information must be submitted in order for the bid to be evaluated.

6.2.5. Ensure that the bid price is offered for the product in units as specified.

6.3. PRODUCT SPECIFIC DOCUMENTS FOR SUBMISSION

6.3.1. Bidders must submit the documents as denoted in the specifications.

- Compliance certificates for each product offered with the bid documents (Note: this is not to be confused with the submission of samples).
- Where the specification requires that the item be latex free, the Department reserves the right to request the latex free verification reports.
- Bidders may be requested to provide product information in the form of catalogues and equivalent information at any time prior to the final award of contract, or at any time thereafter.

6.3.2. Bidders must provide the list of samples submitted for physical evaluation.

6.4. COMPLETION OF DOCUMENTS

6.4.1. Complete all fields in all documents required for submission, including the bid response document for each product offered.

6.4.2. Ensure that the bid price is offered for the product and in the unit as specified.

7. VALUE ADDED TAX

All bid prices must include Value-Added Tax (VAT). If a VAT exclusive price is submitted the bid will be deemed non-responsive.

8. TAX CLEARANCE CERTIFICATE

An original and valid Tax Clearance Certificate issued by the South African Revenue Service must be submitted together with bid documents. Only the original Tax Clearance Certificate will be accepted. Contracted Suppliers are obliged to provide the Department with a valid Tax Clearance Certificate within 10 working days of the expiry of the previously submitted certificate.

9. AUTHORISATION DECLARATION AND DOCUMENTATION OF UNDERTAKING

9.1. DECLARATION OF AUTHORISATION

9.1.1. In the event of the bidder being an importer, holder of marketing rights, or making use of a contract manufacturer, the bidder must ensure that all legal, financial and supply arrangements have been mutually agreed upon between the bidder and the importer/contract manufacturer.

9.1.2. No agreement between the bidder and a third party will be binding on the Department of Health.

9.1.3. Where third-parties are involved the bidder must submit a duly completed and signed Authorisation Declaration (MRBD1). Failure to submit the full declaration will invalidate the bid for such goods offered.

9.1.4. The Department reserves the right to verify any information supplied by the bidder in the Authorisation Declaration at any time. Should the information be found to be false or incorrect, the Department of Health will exercise any of the remedies available to it in order to disqualify the bid, or cancel the contract, if already awarded.

9.1.5. Accountability with regard to meeting the conditions of any contract emanating from this bidding process rests with the successful bidder and not any third party.

9.2. DOCUMENTATION OF UNDERTAKING AND LEGISLATIVE REQUIREMENTS

9.2.1. Compliance to the requirements of the Patents Act, 1978 (Act 57 of 1978) and the Trade Marks Act, 1993 (Act 194 of 1993) as amended, is the responsibility of the bidder.

9.2.2. Bidders must comply with legal requirements.

10. BIDDING PROCESS ADMINISTRATION

10.1 The Affordable Medicines Directorate within the National Department of Health is responsible for managing the bidding process and will communicate with bidders to request extension of the validity period of the bid, should it be necessary.

10.2 All communication between the bidder and the Department of Health must be in writing and addressed to the Director: Affordable Medicines.

10.3 Any unsolicited communication between the closing date and the award of the contract between the bidder and any government official or a person acting in an advisory capacity for the Department of Health in respect to any bids, is discouraged.

11. COUNTER CONDITIONS

Any amendments to any of the bid conditions, changes to bid specifications or setting of any other counter conditions by bidders may result in the invalidation of such bids.

12. PROHIBITION OF RESTRICTIVE PRACTICES

12.1 In terms of section 4(1) of the Competition Act, Act 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:

- directly or indirectly fixing a purchase or selling price or any other trading condition;
- dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- collusive bidding.

12.2 Section 4(2) of Act 89 of 1998 states that an agreement to engage in a restrictive horizontal practice referred to in subsection (1)(b) of the Act is presumed to exist between two or more firms if:

- any one of those firms owns a significant interest in the other, or they have at least one director or substantial shareholder in common; or
- any combination of those firms engages in that restrictive horizontal practice.

12.3 If bidder(s) or contracted supplier(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices 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 89 of 1998.

12.4 If bidder(s) or contracted supplier(s) has/have been found guilty by the Competition Commission of any of the restrictive practices 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 contracted supplier(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 contracted supplier(s) concerned.

13. FRONTING

13.1 The Department of Health supports the spirit of broad-based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Health condemns any form of fronting.

13.2 The Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

14. PRODUCT COMPLIANCE

Prior to award products will be evaluated for:

- Compliance with specifications as set out in the Bid Response Document.
- Availability of samples.
- Usability of products by end users.
- Availability of valid SANS/ISO compliance certificates, where applicable.

14.1. STANDARDS FOR TESTING OF SAMPLES

14.1.1. Items must comply with standards as stated in the bid documents.

14.1.2. Where a product bears a valid SABS mark, samples need not be submitted to the SABS for testing. In this instance, a valid, certified copy of SABS' notification to the company that its product is eligible to bear the SABS mark must be submitted with bid documents.

14.1.3. Where a product does not bear a valid SABS mark bidders must submit valid compliance certificates or test reports with the bid, as per item specification. Certificates and test reports must not be older than 12 months.

14.1.4. In the absence of valid SABS mark, compliance certificates or test reports as per paragraph 14.1.2 and 14.1.3, samples must be submitted to the South African Bureau of Standards before or at closing date and time of bid to ensure that test results are available by 24 July 2015.

14.1.5. Samples must be submitted to the address indicated below, prior to closing date and time of bid:

South African Bureau of Standards
1 Dr Lategan Road
Groenkloof
0027
Contact person: Wilhelminah Moshobane
Tel: 012 428 6540/7213
email: wilheminah.moshobane@sabs.co.za

14.1.6. It is the responsibility of the bidder to ensure that samples have been received at the address provided.

14.1.7. Sample testing will be for the account of the bidder. The bidder must pay for each item offered for testing according to the SABS quotation.

14.1.8. The submission of samples constitutes consent from the bidder that the SABS will provide the test reports to the relevant bidder, with copies to the National Department of Health. However, it is the bidders' responsibility to ensure receipt of the test report by the Department of Health.

14.1.9. Proof of submission of samples to SABS must be included with the bid document, for example SABS receipt.

14.1.10. It will be the responsibility of the bidder to confirm and meet all the SABS requirements for testing.

14.1.11. Failure to submit valid compliance certificates or test reports timeously will invalidate the bid. Only bids for which compliant test reports, where applicable, have been submitted will be considered.

14.2. SUBMISSION OF SAMPLES FOR PHYSICAL EVALUATION

14.2.1. All samples submitted will be subjected to physical evaluation by independent users to determine compliance to specification and usability.

14.2.2. No samples must be sent to the Directorate: Affordable Medicines.

14.2.3. Samples must be submitted to both the addresses indicated below, by Friday 26 June 2015 at 12:00

Mr Dumisane Malele	Ms K Mosikare
Depot Manager	Depot Manager
Gauteng Medical Supplies Depot	Free State Pharmaceutical Depot
Transito in / Store 3	Store A
35 Plunkett Avenue	23 Blignaut Street
Hurst Hill	Hilton
Johannesburg	Bloemfontein
2092	9320
Attention: Ms Nomsa Sithole	Attention: Mr Johan Gerber
Tel: 011 355 3584	Tel: 051 4110558

14.2.4. No samples will be accepted after the date and time indicated in 14.2.3.

14.2.5. It is the responsibility of the bidder to ensure that samples have been received at the addresses provided.

14.2.6. Bids where samples are not submitted to both facilities listed in section 14.2.3 will not be considered for award.

14.2.7. All samples for awarded items will be retained for the period of the contract.

14.2.8. All samples must be a true representation of the product which will be supplied.

14.2.9. Representative samples are not acceptable. Where different sizes of the same product are called for against different item numbers, samples of each size must be submitted.

14.2.10. Individual samples must be marked with the bid number, the item number as well as the bidder's name and address. Care should be taken that this label does not obscure the products label and prevent the identification of items.

14.2.11. Outer packaging must be marked with the bidder's name and address as well as the bid number. Labelling should clearly indicate that the contents are samples for a specific bid and packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering.

14.2.12. Bidders must submit to each site referred to in 14.2.3 the number of samples as indicated in the item list for each item offered for physical evaluation. If the samples submitted are less than an original pack, an example of the original packaging must also be submitted with the sample.

14.2.13. When submitting samples bidders must include an **item list** of samples submitted, listing the item number(s), description of product(s), proprietary name and the quantities provided of each item included. The representative responsible for the samples must sign the list. A copy of this item list must be included in the bid document.

15. PRODUCT AWARD

15.1. AWARD CONDITIONS

15.1.1. The Department of Health reserves the right not to award a line item.

15.1.2. The Department of Health reserves the right to negotiate prices.

15.1.3. In cases where the tender does not achieve the most economically advantageous price, the Department of Health may not award that item.

15.2. SPLIT AND MULTIPLE AWARDS

15.2.1. The Department of Health reserves the right to issue split or multiple awards, where necessary, to ensure security of supply.

15.2.2. The following will be taken into consideration when contemplating a split award:

- Capacity to meet volume demand as per Bid Response Document.
- Estimated volume to be supplied.
- Risk to public health if the item is not available.
- Previous performance of the bidder.
- Source of the products

15.2.3. Two-way split awards will be made in accordance with the following schedule based on the points scored:

Category	Difference between points scored	Recommended percentage split
A	Equal points	50/50
B	< 5 points	60/40
C	>5-10 points	70/30
D	>10-20 points	80/20
E	>20 points	90/10

15.2.4. Where multiple awards are recommended the allocation will be made proportionally based on the total points scored.

16. PRICE QUALIFICATION

16.1. Prices submitted for this bid will be regarded as firm and subject only to review in terms of paragraph 17.2.

16.2. Bidders must quote a final delivered price inclusive of Value Added Tax (VAT).

16.3. Price must be specific for the units advertised per item specification.

17. PRICE REVIEW

The Department of Health envisages two types of price review processes for the duration of this contract:

- An adjustment to mitigate foreign exchange fluctuations in excess of those catered for by usual business practices;
- A systematic review of prices for comparable products available in the international marketplace.

17.1. INSTRUCTIONS FOR PRICE BREAKDOWN

17.1.1. The price breakdown must be completed on the signed bid response document. The delivered price must be divided across four components:

1. Cost of raw material;
2. Manufacturing;
3. Logistics;
4. Gross profit margin (remaining portion).

17.1.2. The sum of these categories must be equal to 100% of the delivered price for the line item.

17.1.3. The local + imported portions of the first two components must add up to 100% within each component (e.g. Portion of raw material to local + Portion of raw material attributable to import = 100% of specific raw material component).

See extract from bid response document below:

	Price components
Price breakdown by components relating to eligibility for contractual price adjustments. Instructions for competition in Paragraph 17.1.3.	1) Percentage of Delivered Price attributable to Raw Materials %
	Local (Raw materials)
	Imported (Raw materials)
	2) Percentage of Delivered Price attributable to Manufacturing & packaging
	Local (Manufacturing & packaging)
	Imported (Manufacturing & packaging)
	3) Percentage of Delivered Price attributable to Logistics
	4) Percentage of Delivered Price attributable to Gross Margin

17.1.4. VAT must be apportioned equally across all components and not regarded as a separate component.

17.1.5. Labour must be apportioned appropriately across the relevant components.

17.1.6. Breakdown must be in percentage format to the closest whole percentage (e.g. 20%). No decimals will be considered.

17.1.7. The Department of Health reserves the right to engage with bidders to verify the imported component of the bid price, which may include audit of invoices and related documentation.

17.2. PRICE ADJUSTMENTS RELATING TO FOREIGN EXCHANGE RISK

17.2.1. Only the portion of the bid price facing foreign exchange risk will be adjusted. This portion is determined by the price breakdown on the signed bid submission

17.2.2. Adjustments are always calculated using the original awarded contracted price as the base.

17.2.3. Price adjustments relating to foreign exchange will be based on the percentage change between a base average rate of exchange (RoE) and an adjustment average RoE. Rates are sourced from the Reserve Bank (www.resbank.co.za).

17.2.4. Base average RoE for this tender will be as follows, per currency:

Currency	Base Average Rates of Exchange Average for the period 1 November 2014 to 30 April 2015
US Dollar	R 11.6351
Br Pound	R 17.7896
Euro	R 13.4336
Yuan	R 1.8748
Indian Rupee	R 0.1868

17.2.5. Should the bidder make use of any currency not mentioned above, the bidder must stipulate this clearly and submit the calculated average RoE for the period 01 November 2014 to 30 April 2015 using the South African Reserve Bank published rates for the specific currency.

17.2.6. Schedule for price reviews, and periods for calculating adjustment average RoE, are detailed in the table below:

Review	Period for calculating adjustment RoE	Submission of request for price review to reach the office by	Date from which adjusted prices will become effective
1	1 October 2015 to 31 March 2016	1 April 2016	1 May 2016
2	1 April 2016 to 30 September 2016	1October 2016	1 November 2016
3	1 October 2016 to 31 March 2017	1 April 2017	1 May 2017
4	1 April 2017 to 30 September 2017	1 October 2017	1 November 2017

17.2.7. Signed applications for price adjustments must be received by the National Department of Health prior to the submission dates detailed in the table above. Successful bidders will receive the price adjustment request template when signing their contracts.

17.2.8. Where no application for an adjustment relating to foreign exchange has been received and such an adjustment would be favourable to the Department, this will be implemented automatically.

17.3. PRICE ADJUSTMENTS BASED ON A SYSTEMATIC REVIEW OF THE MARKETPLACE

17.3.1. The National Department of Health reserves the right to review international prices to identify lowest comparable global prices

17.3.2. Where the review identifies any prices that are lower than contract prices the Department of Health may enter into price negotiations with the contracted supplier.

17.3.3. Where the outcome of this negotiation is deemed unfavourable, the Department of Health reserves the right to terminate the award for the item in question.

18. MANUFACTURING INFORMATION

Bidders must disclose the manufacturing site(s).

19. ORDERS, DELIVERY AND CONTINUITY OF SUPPLY

19.1. ORDERS

19.1.1. The quantities reflected in the advertised bid response document are estimated volumes and are not guaranteed.

19.1.2. Fluctuations in monthly demand may occur.

19.1.3. Proposed minimum order quantities should facilitate delivery directly to facilities. The Department reserves the right to negotiate minimum order quantities where they are deemed unfavourable. Where consensus regarding minimum order quantities cannot be reached the bid may not be awarded.

19.1.4. Only orders made on an official, authorised purchase order are valid.

19.1.5. Changes to any quantities ordered may only be made upon receipt of an amended purchase order.

19.1.6. The Participating Authorities reserve the right to cancel orders where the lead time exceeds the delivery lead time specified in the contract (as per section 19.2 of the Special Requirements and Conditions of Contract).

19.1.7. In cases where an order is received which appears to be irrational or misaligned with estimates, the contracted supplier must liaise with the relevant Participating Authority prior to processing the order.

19.2. DELIVERIES

19.2.1. The initial lead time as proposed in the bid response document will be calculated from date of award of the contract and NOT the date of placement of the first order. This period may not exceed 60 calendar days from the date of award.

19.2.2. Lead-time within the contract period is defined as the time from submission of order to supplier to time of receipt by the department as confirmed by the Proof of Delivery document. This lead-time may not exceed 21 calendar days.

19.2.3. Failure to comply with the contractual lead-time will result in penalties being enforced as per section 21 and 22 of the General Conditions of Contract.

19.2.4. Products and related documentation must be delivered in accordance with the terms, conditions and delivery instructions stipulated on the purchase order.

19.2.5. The information on invoices and documents relating to delivery must comply with the minimum data requirements as defined by the National Department of Health. These requirements will be communicated upon signing of the contract.

19.2.6. Original invoices and proof of delivery must be authorised by a delegated official at the designated delivery point. These documents should be delivered to the authority responsible for payment.

19.2.7. The supplier must ensure that products are delivered in accordance with the appropriate conditions of storage. Delivery is deemed to terminate upon signature of receipt by the delegated official as contemplated in paragraph 19.2.6.

19.2.8. Discrepancies between invoice and physical stock, or damaged stock, will be reported to the contracted supplier within five working days of receipt of delivery.

19.2.9. Contracted suppliers will be responsible for collection of goods delivered erroneously, or in the incorrect condition, within five working days of receipt of a discrepancy report from facility.

19.2.10. The supplier must inform delivery sites by phone at least 24 hours in advance as to when they should expect a delivery. Deliveries must be made within reasonable working hours, before 15:00 on week days. Delivery staff must ensure all cartons are stacked neatly, with all labels right side up, in the respective storage areas. It will be the supplier’s responsibility to ensure that adequate labour for offloading stock is provided. Delivery site staff is not obliged to assist with the materials offloading.

19.3. CONTINUITY OF SUPPLY

19.3.1. Contracted suppliers must:

- maintain sufficient stock to meet demand throughout the duration of the contract;
- inform the National Department of Health at first knowledge of any circumstances that may result in interrupted supply, including but not limited to:
  1. industrial action,
  2. manufacturing pipeline
  3. any other supply challenges.
- official communication relating to continuity of supply must be directed to stockalert@health.gov.za as well as Participating Authorities;
- this official communication must include detail of corrective actions taken by contracted supplier to ensure continuity of supply.

19.3.2. In terms of the General Conditions of Contract and Special Requirements and Conditions of Contract, the Department of Health reserves the right to purchase outside of the contract in order to meet its requirements if :

- the contracted supplier fails to perform in terms of the contract;
- the item(s) are urgently required and not immediately available;
- in the case of an emergency.

20. PACKAGING AND LABELLING

20.1. PACKAGING

20.1.1. All deliveries made against this contract, in all modes of transport, are to be packed in suitable containers.

20.1.2. Packaging must be suitable for further dispatch, storage and stacking according to Good Wholesaling Practice and Good Distribution Practice.

20.1.3. Packaging must be suitable for transportation and should prevent exposure to conditions that could adversely affect the stability and integrity of the product.

20.1.4. The packing must be uniform for the duration of the contract period. All products must be packed in acceptable containers, specifically developed for the product.

20.1.5. The number of units in the unit pack, shelf pack and shipper pack must be completed in the Bid Response Document.

20.1.6. Where a particular stacking and storage configuration is recommended by the supplier, this should be clearly illustrated on the outer packaging.

20.1.7. Where the contents of the shipper pack represents a standard supply quantity of an item, the following must be adhered to:

- Outer packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering
- The contents must be packed in neat, uniform rows and columns that will facilitate easy counting when opened.

20.1.8. Where the contents of a shipper pack represents a non-standard supply quantity, the following must be adhered to:

- Outer packaging flanges must be sealed with suitable tape that will clearly display evidence of tampering.
- The shipper pack must contain only one product, mixing of multiple items in a single shipper is not allowed.
- The outer packaging must be clearly marked as a "Part Box".

20.1.9. Suppliers must ensure that products delivered are received in good order at the point of delivery.

20.2. LABELLING

20.2.1. All containers, packing and cartons must be clearly labelled. Bulk packs must be labelled in letters not less than font size 48.

The following information must be clearly and indelibly printed on all shelf and shipper packs, including any part boxes:

- Proprietary name (if applicable)
- Number of units in pack (e.g. for bulk packs 20 administration sets)
- Batch number
- Expiry date
- Storage conditions
- Barcode

20.2.2. Where the contents of the shipper pack requires special attention in terms of storage or handling, e.g. thermo labile, fragile, etc., such instructions must be clearly and visibly indicated on the outer packaging on a brightly coloured background.

20.2.3. The following information must be clearly and indelibly printed, in letters not less than 10pt in height, on all individual inner packing or on a suitable label which must be securely adhered (permanently attached) onto the inner packing:

- Product detail e.g. proprietary name, item description, size, etc.
- A product code where relevant.
- Batch number.
- Date of manufacture.
- Expiry date if applicable.
- Trade name or trade mark of the manufacturer.
- Name and address of importer/distributor where applicable.
- Where applicable, the word “sterile” or “non-sterile” in prominent form as well as the sterilisation method and sterilisation expiry date.
- Special storage conditions, if applicable.
- All other information prescribed in the item specification, e.g. latex free, and/or relevant SANS/ISO standard.
- The label must include a barcode.

20.2.4. Peel apart packs: Material and design of peel apart packs shall ensure:

- Easy opening with fingers, clean tearing without formation of loose paper shreds, fluff or fibres.
- The product is tamper proof and non re-sealable.
- Minimum risk of contamination of contents during opening and removal from the package.
- Maintenance of sterility of the contents under the prescribed storage conditions.

20.3. BARCODES

20.3.1. All all products supplied must include a barcode (number plus symbology). All shipper, shelf and unit packs must be marked with the appropriate number and symbology. The European Article Numbering Code 13 (EAN 13) has been accepted as standard.

20.3.2. Suppliers are encouraged to include a 2D barcode or similar on their packaging that will include the following information:

- Brand or proprietary name
- Batch number
- Expiry date

20.4. STERILITY STANDARDS

20.4.1. Bidders must provide certified copies of ISO17665-1:2006/ SANS 17665-1:2007 (previously ISO11134) and/or ISO11135 and/or EN Harmonizing standard for steam ISO11137 certificates to confirm the compliance of their sterilising facilities (physical buildings/structures where products are sterilised) to the prescribed requirements. This applies to all South African and international facilities where non-sterile products are sterilised. Failure to submit these documents will invalidate your bid.

20.4.2. SABS sterility is entrenched in the SABS' standards testing and is performed by SABS' Microbiology Division on **sterile products** only.

20.4.3. Bidders offering sterile products must submit a declaration of sterility for all items where sterility is a requirement in the item specification. (MRBD6)

21. QUALITY

Products must conform to the quality requirements as stipulated in the specifications.

22. SHELF-LIFE

22.1 Products must have a shelf-life of at least 18 months upon delivery.

22.2 Contracted suppliers may apply in writing to Participating Authorities to supply a product with a shorter shelf life provided that:

- applications are accompanied by an undertaking that such short-dated products will be unconditionally replaced or credited before or after expiry; **and**
- applications are approved before execution of orders; **and**
- such products must be collected by the supplier at their own cost; **and**
- failure to collect the products within 30 days after written notification to the supplier will result in the disposal of the product by the Participating Authority for the account of the supplier.

22.3 If short-dated products are delivered **without** the aforementioned undertaking the following discount formula will be applied for invoicing of short-dated products:

A= (18 – months to date of expiry) x 2% x consignment value short dated product. Therefore, amount to be invoiced is: Consignment value minus A, where A is the value of the outcome of the discount formula.

22.4 Any Participating Authority may, without prejudice, decline to accept product with a shelf-life of less than 18 months

23. POST AWARD

23.1. REGISTRATION ON DATABASES OF PARTICIPATING AUTHORITIES

23.1.1. All contracted suppliers must register on the supplier databases of Participating Authorities within 30 days after award of contract.

Failure to meet this requirement will result in inability to process payment for goods.

23.2. MONITORING

23.2.1. The management of the contract is the responsibility of the National Department of Health. All correspondence in this regard must be directed to the Director: Affordable Medicines.

23.2.2. Contracted suppliers must advise the National Department of Health at first knowledge of any unforeseeable circumstances that may adversely affect supply against the contract. Full particulars of such circumstances must be provided by the supplier as contemplated in section 19.3.

23.2.3. The National Department of Health, in collaboration with the other Participating Authorities, will monitor the performance of contracted suppliers and maintain a scorecard for compliance to the terms of this contract as follows:

- Compliance to delivery lead times;
- Percentage of orders supplied in full first time;
- Compliance with reporting requirements according to reporting schedule.
- Attendance of compulsory quarterly meetings: The National Department of Health will hold quarterly meetings with suppliers to review the next quarter's demand, as well as supplier performance.

23.2.4. The National Department of Health will request Participating Authorities to impose penalties, where deemed necessary, as per Section 21 and 22 of the General Conditions of Contract.

23.2.5. Non-performance of contracted suppliers in terms of this contract may influence participation in future Department of Health contracts.

23.2.6. Any change in the status in supply performance during the contract period must be reported within seven (7) days of receipt of such information to:

Directorate: Affordable Medicines

Ms K Jamaloodien	
Jamalk@health.gov.za	stockalert@health.gov.za
Tel no: 012 395 8530	

23.3. REPORTING

23.3.1. National Department of Health will provide successful bidders with the compulsory templates and schedule for reporting.

23.4. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS

23.4.1. Where a contracted supplier plans to merge with or is going to be acquired by another entity, the contracted supplier must inform the Department of Health in writing 30 days prior to such event of relevant details.

23.4.2. The Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.

23.4.3. A contracted supplier must inform the National Department of Health within 14 days of any changes of address, name, contact or banking details.

23.5. THIRD PARTIES

23.5.1. Participating authorities will not make a payment to or consult with a third party.

23.5.2. No third party is entitled to put an account of a Participating Authority on hold.

23.6. CONTACT DETAILS

Postal address
Director: Affordable Medicines,
Private Bag X828,
Pretoria, 0001

Physical address
Director: Affordable Medicines,
Civitas Building,
242 Struben Street,
Cnr Thabo Sehume Street,
Pretoria, 0001

Please use the following e-mail address and contact persons for any queries relating to bidding process:

Ms M Rasengane	Ms B May
Tel: (012) 395 9452	Tel: (012) 395 8442
Fax number: (012) 395 8823	
Email: medtenders@health.gov.za	

23.7. ABBREVIATIONS

The abbreviations used in this document signify the following:

B-BBEE	Broad-Based Black Economic Empowerment
BEC	Bid Evaluation Committee
NDoH	National Department of Health
RoE	Rate of Exchange
SANS	South African National Standards
VAT	Value Added Tax