



forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID

BID NUMBER: DFFE-T028 (21/22)

THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER MEDICAL SUPPLIES PRODUCTS TO DFFE EAST PIER SHED, V & A WATERFRONT, CAPE TOWN, THE REQUIRED MEDICAL SUPPLIES PRODUCTS INCLUDES CONSUMABLES, PHARMACEUTICALS FOR USE AT SANAE(ANTARCTICA), GOUGH AND MARION ISLAND FOR FOUR (4) CONSECUTIVE YEARS FOR BRANCH: OCEAN AND COASTS.

Contact persons:

Name: Nish Devanunthan

Office Telephone No. 021 405 9430

E-mail: ndevanunthan@environment.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

Bidder name	Registration number	Central Supplier Database (CSD number)	
			Main contractor
			Sub-contracted/ joint venture comp 1
			Sub-contracted/ joint venture comp 2

CLOSING DATE OF THE BID: 10 September 2021 AT 11H00

Non-Compulsory Virtual Briefing Session will be held as follows:

Date: **24 AUGUST 2021**

Time: **10h00**

Please note that the virtual briefing link will be published on DEFF website.

PART A INVITATION TO BID /

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DFFE-T028 (21/22)	CLOSING DATE:	10 SEPTEMBER 2021	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER MEDICAL SUPPLIES PRODUCTS TO DFFE EAST PIER SHED, V & A WATERFRONT, CAPE TOWN, THE REQUIRED MEDICAL SUPPLIES PRODUCTS INCLUDES CONSUMABLES, PHARMACEUTICALS FOR USE AT SANAE(ANTARCTICA), GOUGH AND MARION ISLAND FOR FOUR (4) CONSECUTIVE YEARS FOR BRANCH: OCEAN AND COASTS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry Fisheries and the Environment; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Jacque Steyn or Ms Ncumisa Mabece		CONTACT PERSON	Mr Nish Devanunthan	
TELEPHONE NUMBER	012 399 9019		TELEPHONE NUMBER	021 405 9430	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	jsteyn@environment.gov.za/ nmabece@environment.gov.za		E-MAIL ADDRESS	ndevanunthan@environment.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. 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 SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / 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.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: DFFE-T028 (21/22)
CLOSING TIME 11h00	CLOSING DATE: 10 SEPTEMBER 2021

OFFER TO BE VALID FOR120.....DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER MEDICAL SUPPLIES PRODUCTS TO DFFE EAST PIER SHED, V & A WATERFRONT, CAPE TOWN, THE REQUIRED MEDICAL SUPPLIES PRODUCTS INCLUDES CONSUMABLES, PHARMACEUTICALS FOR USE AT SANAE(ANTARCTICA), GOUGH AND MARION ISLAND FOR FOUR (4) CONSECUTIVE YEARS FOR BRANCH: OCEAN AND COASTS.

**(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----

TOTAL: R.....

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department of Forestry Fisheries and the Environment

Contact Person: Mr Jacque Steyn / Ms Ncumisa Mabece

Tel: (012) 399 9019

E-mail: jsteyn@environment.gov.za or nmabece@environment.gov.za

Or for technical information –

Name : Nish Devanunthan

E-Mail : ndevanunthan@environment.gov.za

Tel : 021 405 9430

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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 (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, 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

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

1.6 The purchaser 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 purchaser.

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) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“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;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“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;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE 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 B-BBEE status level of contribution in accordance with the table below:

B-BBEE 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 B-BBEE Status Level of Contribution must complete the following:

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

- 6.1 B-BBEE Status Level of Contributor: . = maximum 20 points
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 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 B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF FORESTRY, FISHERIES & THE ENVIRONMENT (DFFE) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (Act No. 53 of 2003) (BBBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 of 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

TERMS OF REFERENCE

FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO SUPPLY AND DELIVER MEDICAL SUPPLIES PRODUCTS TO DFFE EAST PIER SHED, V & A WATERFRONT, CAPE TOWN, THE REQUIRED MEDICAL SUPPLIES PRODUCTS INCLUDES CONSUMABLES, PHARMACEUTICALS FOR USE AT SANAE(ANTARCTICA), GOUGH AND MARION ISLAND FOR FOUR (4) CONSECUTIVE YEARS FOR BRANCH: OCEAN AND COASTS.

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1. PURPOSE

The purpose of this document is to procure the services of service provider/s for a period of 4 (four) consecutive years to provide the following:

- 1.1. Supply Medical Consumables and Medical Pharmaceuticals for a minimum of 3 times a year; or as and when required.
- 1.2. Deliver Medical Consumables and/or Pharmaceuticals at DFFE East Pier Shed, V & A Waterfront; and
- 1.3. Ensure the cold chain is maintained for those products requiring refrigeration during the entire value chain until delivery.

2. INTRODUCTION AND BACKGROUND

- 2.1. The DFFE is responsible for the management of South Africa's interest in the Southern Ocean and Antarctica. In support of this, the DFFE is periodically undertaking annual relief voyages in the Southern Oceans and Antarctica to conduct research, carry out maintenance on the base's infrastructures, replenishment of all stocks which include medical supplies, and the changeover of over-wintering expedition teams that have a year-round presence at the research stations.
- 2.2. DFFE seeks to contract suitable qualified supplier/s to provide Medical Supplies that will meet the minimum standards for World Health Organisation (WHO), South African Health Products Regulatory Authority (SAHPRA), South Africa Bureau of Standards (SABS) and any applicable regulatory standards for medical suppliers.
- 2.3. The Medical Supplies is divided into two categories i.e. Medical Consumables and Medical Pharmaceuticals, therefore the contract may be awarded to different Service Providers as per these aforementioned categories.
- 2.4. Bidders may bid for ANY or BOTH categories.

3. OBJECTIVES OF THE PROPOSAL

- 3.1. The objective of the service is to ensure the availability of Medical Consumables and/or Pharmaceuticals for each relief voyage undertaken to the Antarctic and Sub-Antarctic Islands. The Service Provider/s will be required to deliver these Medical Consumables and/or Pharmaceuticals three times a year (March – April; August – September and November – December) or as and when requested by the Department.

4. SCOPE AND EXTENT OF WORK

- 4.1. The Department seeks to appoint service provider/s to ensure that the Medical Consumables and/or Pharmaceuticals are supplied according to specifications, packaged correctly and clearly labelled.
- 4.2. All items requiring a cold chain must be kept at the prescribed temperatures until delivery.
- 4.3. All Medical Consumables and/or Pharmaceuticals shall be delivered and offloaded into the warehouse at the Department's premises located at East Pier Road, V&A Waterfront, Cape Town.
- 4.4. These remote locations are near pristine in nature and control and prevention of alien species is a major priority thus contamination prevention measure shall be always employed.
- 4.5. The stations are situated in the most remote places in the Southern Ocean where resupplying is done once per year thus medical stocks levels should always be adequate and should have the longest possible shelf-life/expiry date where applicable.

5. EXPECTED DELIVERABLES / OUTCOMES

5.1. PRODUCTS AND DELIVERY SPECIFICATIONS

- 5.1.1. Supply and deliver Medical Consumables and/or Pharmaceuticals to the SANAP Warehouse situated at East Pier Building, V&A Waterfront, Cape Town within 10 days after receipt of an official purchase order. A penalty of up to 5% of the total order value will be levied against the Service Provider/s for non-compliance.
- 5.1.2. At all times adhere to the specification as stipulated in the annexure list. Any deviation from the specifications should be proactively communicated, substantiated with a written confirmation from the manufacturer/s for the consideration and approval by the Department. This will equally apply to supply of equivalents or generics.
- 5.1.3. All Medical Supplies shall meet the minimum standards for World Health Organisation (WHO), South African Health Products Regulatory Authority (SAHPRA), South Africa Bureau of Standards (SABS), and any applicable regulatory standards for medical supplies.
- 5.1.4. All Medical Supplies supplied to the DFFE shall be of high quality and allow for quality control inspection by the DFFE or its appointed delegate.
- 5.1.5. All Medical Supplies should have an expiry date of more than 14 months from the date of delivery. Should an item's specified shelf life from the manufacturer be less than the required 14 months, then the batch production date should not be earlier than 2 months from the date of delivery.
- 5.1.6. Wherever possible, suppliers are encouraged to arrange with distributors / manufacturers to gain access to freshly manufactured items as they have longer shelf life. The Department reserves the

right to reject deliveries that do not meet the required shelf-life specifications. Any noncompliance should be accompanied by a letter from the manufacturer/s confirming the shelf life of that item.

- 5.1.7. Suppliers shall ensure that their premises comply with all relevant government regulations regarding hygiene and health standards of South Africa. The premises shall be maintained in an acceptably hygienic condition to the satisfaction of DFFE or approved representative.
- 5.1.8. Suppliers shall keep their own store /facility clean and free of insects and plant propagules, open foodstuffs, and rubble. The facilities may be subjected to inspection by DFFE environmental control officers or their appointed delegates.
- 5.1.9. All deliveries shall be executed such that all goods may be received and stored during DFFE working hours (07:30 – 15:00) unless otherwise approved in writing.
- 5.1.10. Suppliers shall provide the necessary manpower during delivery for offloading and sorting and ensure that the necessary care is taken to avoid transferring of undesired potential contaminants into the DFFE storage facility.
- 5.1.11. All damaged or expired items due to negligent or incorrect delivery on the part of the service provider/s shall be replaced at their own expense within 3 days of receipt of written notification.
- 5.1.12. Suppliers shall submit with each delivery fully updated delivery notes of all items delivered to the DFFE and items replaced.
- 5.1.13. Ensure that sufficient time is allocated for a preliminary batch inspection of each delivery and a list of non-compliant items are recorded immediately and replaced within 3 days.
- 5.1.14. Ensure that the appropriate cold chain is maintained where applicable, up to delivery of the items requiring refrigeration.

5.2. PRODUCT PACKAGING SPECIFICATIONS

THE FOLLOWING PACKAGING IS PROHIBITED DUE TO ENVIRONMENTAL CONSIDERATIONS:

- 5.2.1. Polystyrene beads, chips, or
- 5.2.2. Similar forms of packing, e.g. small pieces of plastic

THE FOLLOWING PACKAGING MUST BE MINIMISED:

- 5.2.3. Other forms of polystyrene not mentioned above.
- 5.2.4. Corrugated cardboard and Plastic strapping

5.3. TRANSIT, DELIVERY, STORAGE AND HANDLING

- 5.3.1. During transit, delivery, storage, and handling of all items requiring refrigeration, from the supplier to the DFFE a cold chain shall be maintained.
- 5.3.2. During off-loading and handling of refrigerated medical supplies by the service provider/s, any delays should be reduced to a minimum.

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 6.1. The contract period for the supply and delivery of Medical Consumables and/or Pharmaceuticals will be for four consecutive years after the signing of the Memorandum of Agreement (MOA) by both parties. A minimum of three deliveries will be required annually for the duration of the contract.

7. COSTING / COMPREHENSIVE BUDGET

- 7.1. A Comprehensive budget (SBD 3.1. and Annexure A – Price Schedule Guidance) must be provided in a separate envelope inclusive of all disbursement costs, expenses and VAT and must be priced in South African Rand (ZAR) inclusive of VAT.
- 7.2. The Service Provider/s must ensure the correctness and the price validity of the quote. All price(s) and quantities quoted are at the bidder's risk and must be inclusive of all direct and indirect costs (i.e. labour and delivery cost).
- 7.3. The quantities reflected in the annexure pricing schedule are for evaluation purposes and average annual quantities for 4 (four) years and no guarantee is given or implied as to the actual quantities which will be procured during the contract period.
- 7.4. DFFE reserve the right to negotiate with one or more preferred bidder (s) identified in the evaluation process, regarding any terms and conditions, including prices without offering the same opportunity to any other bidder (s) who has not been awarded the status of the preferred bidder (s).
- 7.5. The service provider/s must complete Annexure A – Price Guideline with price per item and indicate the subtotal for each major category. The service provider/s MUST quote for items on the list per category of interest by typing in the pricing schedule.
- 7.6. The bid prices or unit rates in the pricing proposal shall be for the first year period determined from the tender base date and no change during this period will be allowed for escalation.
- 7.7. On every subsequent 12-month anniversary date of the Contract base date the pricing shall be adjusted by the twelve-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period.

7.8. Appointment will be valid for a period of four years and it would be expected of the service provider/s to fully execute all instructions issued within this contract period.

8. EVALUATION METHOD

8.1. The evaluation for this bid will be carried out in Five (5) phases:

- Phase 1: Pre-compliance
- Phase 2: Local Production and Content
- Phase 3: Mandatory requirements
- Phase 4: Functionality
- Phase 5: Price and B-BBEE

8.2. PHASE 1: Pre-compliance or Initial Screening

8.2.1. During this phase bid documents will be reviewed to determine the compliance with Standard Bidding Documents (SBD), SCM returnable, tax matters and whether the Central Data Base (CSD) report has been submitted with the bid documents at the closing date and time of the bid. Bids that do not satisfy the compliance criteria will not be evaluated further.

8.2.2. The bid proposal will be screened for compliance with administrative requirements as indicated below:

Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification?
1	Master Bid Document	provided and bound	*YES
2	Electronic copy (USB or Disk)	provided	**NO
Included in the Bid Document			
3	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES
4	SCM - SBD 2 - Tax Clearance Certificate Requirements	CSD registration number/SARS PIN and CSD summary report	*YES
5	SCM - SBD 4 - Declaration of Interest	Completed and signed	*YES
6	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Completed and signed	**NO
7	SCM – SBD 6.2. - Declaration Certificate for Local Production and Content for Designated Sectors	Completed and signed	*YES

Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification?
8	SCM - SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed, supported	*YES
9	SCM - SBD 9 - Certificate of Independent Bid Determination	Completed and signed	*YES
10	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable	*YES
11	Provide company profile	Detail showing the company experience in the provision of Medical Supplies.	*YES

***YES** – DFFE reserves the right to reject proposals that are not submitted in the prescribed format or where the information presented is illegible or incomplete and will not be further evaluated for Phase 2 – Local Content.

****NO** – DFFE reserve the right to request such information during the evaluation process of the proposal and such information must be presented within short notice.

8.3. PHASE 2: Local Production and Content

- 8.3.1. Regulation 9 of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act number 5 of 2000 provide for the designation of the sectors in line with national development and industrial policies for local production.
- 8.3.2. To give effect to the above requirement the Pharmaceutical Products OSD sector has been designated for local production and content with a minimum threshold of 70%.
- 8.3.3. Only locally produced or locally manufactured Pharmaceutical Products OSD sector from local raw material or input will therefore be considered.
- 8.3.4. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (the DTI) should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

- 8.3.5. The technical specification and the Guidance on the calculation of local content together with the Local Content Declaration Template provided in the document are accessible to all bidders on the DTI'S website www.dti.gov.za/industrial_development/ip.jsp at no cost.
- 8.3.6. Bidders must complete the section below by answering YES or NO and attach proof from DTI in case of deviation. Furthermore, the bidder must fully complete the declaration of local content SBD 6.2 form together with Annexures C, D and E.

Must be completed by bidder by answering yes or no and attach proof.

Requirement	Minimum Threshold	Comply: Yes or No
Pharmaceutical Products OSD	70%	

8.4. PHASE 3: Mandatory Requirements

Must be completed by bidder by answering YES or NO and attach proof

#	MANDATORY REQUIREMENTS	YES/NO									
1	<u>Bidders to Indicate which Category of Items their bid proposal relates to and that items per category of interest have been priced</u> <table> <tr> <th><u>Category</u></th><th><u>Interested (Yes/No)</u></th><th><u>Pricing Submitted (Yes/No)</u></th></tr> <tr> <td>Medical Pharmaceuticals (Item 1 to 274)</td><td></td><td></td></tr> <tr> <td>Medical Consumables (Item 275 to 390)</td><td></td><td></td></tr> </table>	<u>Category</u>	<u>Interested (Yes/No)</u>	<u>Pricing Submitted (Yes/No)</u>	Medical Pharmaceuticals (Item 1 to 274)			Medical Consumables (Item 275 to 390)			
<u>Category</u>	<u>Interested (Yes/No)</u>	<u>Pricing Submitted (Yes/No)</u>									
Medical Pharmaceuticals (Item 1 to 274)											
Medical Consumables (Item 275 to 390)											
2	The bidder must be registered in terms of the provisions of Regulation 19 of the Medicines and Related Substances Act, 1965 as amended, the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972) and the Pharmacy Act, 1974 (Act 53 of 1974), and must be compliant with all the regulations about wholesale pharmacies. Proof must be provided.										

NOTE: Failure to comply will result in the bidder being considered non-responsive or disqualified and will not be evaluated further on Preference Point System (80/20).

8.5. PHASE 4: Functionality Criteria

8.5.1. Only bid proposals that meets Pre-compliance, Local Content and Mandatory Requirements will be evaluated on functionality criteria,

8.5.2. The bidder must score a minimum of 70% during Phase 4 (functionality / technical) of the evaluation to qualify for Phase 5 of the evaluation where only points for Price and B-BBEE will be considered.

8.5.3. The following values/ indicators will be applicable when evaluating functionality:

0 = Non-compliance; 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; 5 = Excellent.

STAGE 1																		
	Category																	
GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY (To be determine by project managers in line with scope of work): (GUIDELINES FOR CRITERIA APPLICATION)	Weight	Value/ Indicator	Total (Weight X Value awarded)														
1.Capability, experience, and track record of the bidder in supply of Medical Consumables and/or Pharmaceuticals	- Bidder (s) are required to demonstrate relevant experience and competency of the company in the supply and delivery of Medical Consumables and/or Pharmaceuticals products - Bidder (s) should submit full details on client letterheads of reliable contactable signed references specifying the role played by the bidder in the project, project value and the duration of the project. <table><tr><th>Capability, experience, and track record of bidder in the supply of Medical Consumables and/or Pharmaceutical products.</th><th>Indicator</th></tr><tr><td>5 or more positive reference letters relating to different clients</td><td>5</td></tr><tr><td>4 positive reference letters relating to different clients</td><td>4</td></tr><tr><td>3 positive reference letters relating to different clients</td><td>3</td></tr><tr><td>2 positive reference letters relating to different clients</td><td>2</td></tr><tr><td>1 positive reference letters relating to a single client</td><td>1</td></tr><tr><td>No positive reference letter has been attached</td><td>0</td></tr></table>	Capability, experience, and track record of bidder in the supply of Medical Consumables and/or Pharmaceutical products.	Indicator	5 or more positive reference letters relating to different clients	5	4 positive reference letters relating to different clients	4	3 positive reference letters relating to different clients	3	2 positive reference letters relating to different clients	2	1 positive reference letters relating to a single client	1	No positive reference letter has been attached	0	35		
		Capability, experience, and track record of bidder in the supply of Medical Consumables and/or Pharmaceutical products.	Indicator															
		5 or more positive reference letters relating to different clients	5															
		4 positive reference letters relating to different clients	4															
		3 positive reference letters relating to different clients	3															
		2 positive reference letters relating to different clients	2															
		1 positive reference letters relating to a single client	1															
		No positive reference letter has been attached	0															
2.The bidders experience and knowledge in the supply of Medical Consumables and/or Pharmaceutical products	Bidder (s) are required to demonstrate their experience and knowledge through the submission of a company profile or other relevant document showcasing the experience and competency of the company in the supply of Medical Consumables and/or Pharmaceutical products. <table><tr><th>Number of years bidder has relevant experience in the supply of Medical Consumables and/or Pharmaceuticals products</th><th>Indicator</th></tr><tr><td>More than 8 years' experience</td><td>5</td></tr><tr><td>7-8 years' experience</td><td>4</td></tr></table>	Number of years bidder has relevant experience in the supply of Medical Consumables and/or Pharmaceuticals products	Indicator	More than 8 years' experience	5	7-8 years' experience	4	30										
		Number of years bidder has relevant experience in the supply of Medical Consumables and/or Pharmaceuticals products	Indicator															
		More than 8 years' experience	5															
		7-8 years' experience	4															

	5-6 years' experience	3																	
	3-4years' experience	2																	
	1-2 years' experience	1																	
	No experience	0																	
3.Capability of Chief Pharmacist Relevant pharmaceutical qualifications	• Bidder (s) are required to demonstrate the experience and knowledge of the Chief Pharmacist by means of a CV with certificates depicting relevant medical or pharmaceutical qualifications		35%																
	<table><tr><th>Qualifications of key personnel</th><th>Indicator</th></tr><tr><td>A Masters qualification and above</td><td>5</td></tr><tr><td>An honours or equivalent qualification/s</td><td>4</td></tr><tr><td>A degree qualification/s</td><td>3</td></tr><tr><td>A three year diploma qualification/s</td><td>2</td></tr><tr><td>Two years diploma or a certificate qualification/s</td><td>1</td></tr><tr><td>No qualification (s) attached/ submitted</td><td>0</td></tr></table>					Qualifications of key personnel	Indicator	A Masters qualification and above	5	An honours or equivalent qualification/s	4	A degree qualification/s	3	A three year diploma qualification/s	2	Two years diploma or a certificate qualification/s	1	No qualification (s) attached/ submitted	0
	Qualifications of key personnel	Indicator																	
	A Masters qualification and above	5																	
	An honours or equivalent qualification/s	4																	
	A degree qualification/s	3																	
	A three year diploma qualification/s	2																	
	Two years diploma or a certificate qualification/s	1																	
No qualification (s) attached/ submitted	0																		
Total points on functionality			100																

8.6. PHASE 5: Price and B-BBEE

- 8.6.1. The fifth phase is to perform an evaluation of Price and BBBEE on the bidders, that successful qualified on phase 4 (functional evaluation).
- 8.6.2. Calculation of points for price - The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as criteria, only bid proposals that meets functionality requirements will be considered to be evaluated on price and B-BBEE.
- 8.6.3. Evaluation of price & preference will be done on an item level and not based on the total offers. To that effect, award will be based on points scored on price and preference for each item and may thus lead to award to more than one bidder.
- 8.6.4. Calculating of points for B-BBEE status level of contribution - points will be awarded to a bidder for attaining the B-BBEE status level of contribution or a sworn affidavit certified by the commissioner of oath in accordance with the table below:

The following table must be used to calculate the B-BBEE scores (80/20)	
PRICE	
B-BBEE Status Level Contributor	Number of points (80/20)
1	20
2	18
3	14
4	12
5	8
6	6

The following table must be used to calculate the B-BBEE scores (80/20)	
PRICE	
7	4
8	2
Non –compliant contributor	0

9. BID SUBMISSION REQUIREMENTS

9.1. Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:

- 9.1.1. The service provider must draft a table of content which will indicate where each document is located in the proposal
- 9.1.2. The proposal shall consist of two parts, namely the technical bid and the pricing bid (master and copy)
- 9.1.3. Project reference specifying the role played by the service provider in the listed projects or assignments, project value and the duration of the project (start and end date).
- 9.1.4. Standard bidding documents (SBD1, 2, 3.3, 4, 6.1, 6.2, 8 and 9) completed and signed.
- 9.1.5. Tax compliance status requirements and/or Central Supplier Database (CSD) number or report.
- 9.1.6. Certified copies of identity documents of directors and shareholders of the company.
- 9.1.7. Entity registration Certificate (CK1).
- 9.1.8. Letter of Authority to sign documents on behalf of the company.

10. SPECIAL CONDITIONS OF CONTRACT

- 10.1. On appointment, the performance measures for the delivery of the agreed services will be closely monitored by DFFE.
- 10.2. DFFE will not be held responsible for any costs incurred by the service provider/s in the preparation, presentation and submission of the proposal and facility inspection if conducted.
- 10.3. The DFFE shall do the ongoing management of the Memorandum of Agreement (MOA).
- 10.4. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the Special Conditions of Contract (SCC) contradicts the conditions in the GCC, the SCC will prevail.
- 10.5. Bidders failing to meet all the mandatory requirements will automatically be disqualified.
- 10.6. Bidders are requested to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by verification agencies accredited by SANAS only or an original or

certified copy of DTI sworn affidavit in terms of Codes of good practice” indicating that service provider is an EME/ QSE.

- 10.7. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 10.8. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate proposal.
- 10.9. If the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirement of the proposal.
- 10.10. Should the service provider/s fail to perform, DFFE reserves the right to cancel the appointment of such service provider/s immediately after a notice has been submitted by DFFE. DFFE also reserves the right to recover the costs incurred.
- 10.11. Successful bidders may be subjected to security vetting process and clearance before consideration for an award by the Department.
- 10.12. The Department reserves the right to perform inspections to assure supplies and services conforms to the prescribed requirements.
- 10.13. Where registration of an item is required in terms of the Medicines and Related Substances Act, (Act 101 of 1965), as amended, items offered must be registered in terms of section 15 of the Medicines and Related Substances Act, (Act 101 of 1965). The medicines must comply with the conditions of registration for the duration of the contract.
- 10.14. In the case of medicines requiring registration, a certified copy of the Medicine Registration Certificate GW12/7, issued in terms of section 15(3)(a) of the Medicines and Related Substances Act, (Act 101 of 1965), as amended must be included with the bid for all items offered.
- 10.15. The bidder must be indicated as the applicant on the Medicine Registration Certificate, where applicable.
- 10.16. The bidder must guarantee the availability of manpower with an appropriate level of skills, knowledge, and experience to deliver the outcomes throughout the contract. This will be done in accordance with the Pharmacy Act and requires a Chief Pharmacist and Logistics Pharmacist.
- 10.17. The Department reserves the right to award the bid items to more than one contractor. The Department may split the award of the bid to more than one contractor specifically for the following commodities separately per successful bidder:
 - Medical Consumables / Medical Pharmaceuticals

11. SUB-CONTRACTING CONDITIONS/ REQUIREMENTS

- 11.1. In a case whereby sub-contracting is not set as a pre-qualification criterion, however, the tenderer is intending to subcontract a portion of work, such tenderer awarded a contract may only enter sub-contracting arrangements with the approval of the department.
- 11.2. Concerning a designated sector, a bidder will not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 11.3. A bidder will not be awarded the points claimed for B-BBEE status level of contribution or contract if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 11.4. The bidder is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have an equal or higher B-BBEE status level unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

12. PAYMENT TERMS

- 12.1. DFFE undertakes to pay out in full within 30 (thirty) days all valid invoices for work done to its satisfaction upon presentation and approval of a valid invoice.
- 12.2. No payment will be made where there are outstanding items as per orders issued or failure to deliver as per order.

13. TECHNICAL ENQUIRIES

Should you require any further information in this regard, please do not hesitate to contact:

Name : Nish Devanunthan

E-Mail : ndevanunthan@environment.gov.za

Tel : 021 405 9430

A non-compulsory briefing session will be held on the date and time specified in the advertisement.

ANNEXURE A: MEDICAL SUPPLIES LIST

	****QUANTITIES FOR QUOTATION PURPOSE ONLY**			
	*****MEDICAL PHARMACEUTICALS*****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
	Anti-diarrheal / Gastro-intestinal			
1.	Methylene Blue 1% Solution Stain 30ML	2		
2.	N-Acetylcysteine - 200 mg / mL in 10 mL (10's)	1		
3.	Vecuronium Br. - 4 mg / 2 mL (10's)	1		
4.	Hydrogen Peroxide 6% (500 mL)	1		
5.	Chloramphenicol 0.5% Eye Drops - 15 mL (cold chain / fridge drug)	2		
6.	Aluminum Hydroxide, Magnesium Hydroxide, Simethicone, Silicon Dioxide – (Gelusil, Mylanta) Chewable tablets or equivalent 20'S	60		
7.	Loperamide – 2mg (6's)	60		
8.	Sodium Bicarbonate, Citric Acid, Sodium Carbonate (Eno Granules - different flavours) – 100 g	30 x 100 g		
9.	Omeprazole - 20 mg (28's)	5 x 28 capsules		
10.	Oxethazaine, Aluminium Hydroxide, Magnesium Hydroxide (Mucaine)	15 x 100mL		
11.	Pantoprazole - 40 mg (5's)	5 ampules / vials		
12.	Hyoscine Butylbromide - 20mg / 1mL (10's)	40 ampules / vials		
13.	Hyoscine Butylbromide - 10 mg (10's)	70 x 10 tablets / capsules		
14.	Mebeverine - 135 mg (20's)	0		
15.	Bisacodyl - 5 mg (10's)	10 x 10 tablets / capsules		
16.	Ispaghula Husk Powder (Orange) - 3.5g sachets (10's)	70 x 10 sachets		
	Respiratory / Colds & Flu			
17.	Budesonide MDI (200µg / spray)	5 x MDI		
18.	Fenoterol MDI (100µg / spray)	10 x MDI		
19.	Ipratropium Bromide MDI (40µg / spray)	10 x MDI		
20.	Ipratropium Bromide Inhalant Solution - 0.5 mg / 2 mL Single Use Nebule	60 nebulas		
21.	Salbutamol Inhalant Solution - 5mg / mL Single Use Nebule	60 nebulas		
22.	Aspirin, Caffeine, Ascorbic Acid, Menthol, Sucrose (Med-Lemon - Different Flavours)	50 sachets		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY**			
	*****MEDICAL PHARMACEUTICALS*****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
23.	Chlorphenamine, Phenylephrine, Paracetamol, Salicylamide, Caffeine, Ascorbic Acid / Vit. C (Flutex)	30 x 20 tablets / capsules		
24.	Pseudoephedrine - 30 mg (15's)	50 x 15 tablets		
25.	Pseudoephedrine HCl, Paracetamol (Sudafed)	40 x 15 tablets / capsules		
26.	Cetirizine - 10 mg (30's)	40 x 30 tablets / capsules		
27.	Chlorphenamine Maleate - 4 mg (30's)	10 x 30 tablets / capsules		
28.	Promethazine - 10 mg (10's)	20 x 10 tablets / capsules		
29.	Cetylpyridium Cl., Benzyl Alcohol (Cepacol Lozenges)(Strepsils)	50 x 16 lozenges		
30.	Bromhexine HCl, Orciprenaline (Bronkese Compound) Liquid - 100 mL	30 x 200 mL		
31.	Alcophyllex Cough Syrup 200ml	30 x 200mL		
32.	Pholtex Forte Cough Syrup 100ml	20 x 100mL		
33.	Fluticasone Propionate Nose Spray - 50µg / spray (16 g)	10 bottles		
34.	Oxymetazoline Nasal Spray - 0.05% (20 mL)	10 bottles		
35.	Sodium Chloride 0.7% Nasal Spray	10 bottles		
	Skin	Skin		
36.	Gamma Benzenehexachloride (Lindane), Acetone Shampoo (Gambex) - (0,5 g, 3 g) / 50 mL	15 x 50 mL		
37.	Sulfiram (Tetraethylthiuram Monosulphate, Monosulfiram) 5% Soap (Tetmosol) - 75g bar	40 bars		
38.	Permethrin 5% Lotion	10		
39.	Nivea - Sun SOS Relief Aftersun Lotion or equivalent – 200 mL	30 x 200 mL		
40.	Salicylic Acid, Podophyllum Resin Ointment	5 x small bottles		
41.	Epizone Ointment 500ml tub	20 x containers/tub		
	Topicals (Mucosal / Dermal)			
42.	Fluticasone Propionate Nose Spray - 50µg / spray (16 g)	5 bottles		
43.	Tolnaftate 1% Cream - 10mg/g - 20g tube	5 tubes		
44.	Miconazole 2% Oral Gel - 20 mg/g (30 g tube)	15 tubes		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY**			
	*****MEDICAL PHARMACEUTICALS*****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
45.	Benzydamine HCl, Chlorhexidine Gluconate (Andolex-C Antibacterial Mouthwash) - 100 mL	50 x 100 mL		
46.	Triamcinolone Oral Ointment - 1mg/g tube (5 g)	15 tubes		
47.	Prednisolone Caproate 1.9mg/g, Cinchocaine HCl Ointment 5mg/g (Scheriproct) - 30g	30 tubes		
48.	Mupirocin 2% Nasal Ointment - 3 g	40 tubes		
49.	Fluticasone Propionate Nose Spray - 50µg / spray (16 g)	5 bottles		
50.	Diclofenac 1% Gel - 20 g tube (Panamor gel)	50 tubes		
51.	Flurbiprofen (Trans Act) Patch - 40 mg (10's)	70 x 10 patches		
52.	Methyl Salicylate (Wintergreen) 10 % Ointment - 25 g	70 x 25 g		
53.	Fusidic Acid (Sodium Fusidate) 2% Cream / Ointment - 20mg / 1g (15g)	10 tubes		
54.	Mupirocin 2% Ointment - 15 g	60 tubes		
55.	Clotrimazole Cream 1% - 10 mg / g (50 g)	20 tubes		
56.	Tolnaftate 1% Cream - 10mg/g - 20g tube	5 tubes		
57.	Zinc Undecenoate, Undecenoic Acid (Mycota) Foot Powder - 20%, 2% (50 g)	10		
58.	Silver Sulphadiazine 1% Cream - 50 g tube	5 tubes		
59.	Povidone-Iodine 10% Ointment - 20g tube	40 tubes		
60.	Aciclovir 5% Cream - 50mg/g (2g)	20 tubes		
61.	Calmine, Zinc Oxide, Bentonite, Sodium Citrate, Phenol, Glycerol (Calamine Lotion) - 100mL	5		
62.	Hydrocortisone 1% Cream - 20g tube	30 tubes		
63.	Phenergan Cream - 25g tube	30 tubes		
64.	Mylocort cream 1% - 25g tube	30 tubes		
65.	Advantan Cream 0,1% - 20g tube	20 tubes		
66.	Advantan Ointment 0,1% - 20g tube	30 tubes		
67.	Betamethasone 0.05% Cream / Ointment - 15 g	15 tubes		
68.	Betamethasone valerate 0.1% Ointment / Cream - 15 g	10 tubes		
69.	Emulsifying Ointment, Phenoxyethanol (Aqueous) Cream - (30 g, 1 g) / 100 g	15		
70.	White Petrolatum - 30g	10		
71.	Zinc Oxide, Castor Oil, Cetostearyl Alcohol, White Beeswax, Arachis Oil (Zinc & Castor Oil Ointment) - 50 g	30 tubs		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY**			
	*****MEDICAL PHARMACEUTICALS*****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
72.	Hydrogel (Intrasite) Gel, Crilanomer - 15 g (10's)	50 x 15 g		
73.	Melaleuca alt. (Tea tree oil) 1%, Purified Water (96%). (Burnshield Hydrogel) - 25 g	50 x 25 g		
74.	Collagenase Clostridiopeptidase A, Proteases (Irujol® Mono Ointment) - 30 g	3 x 30 g		
Vitamins & Supplements				
75.	A-Lennon Vitamin B12 10ml (10's)	30 x vials		
76.	Ascorbic Acid (Vitamin C) - 250 mg (100's)	2000 tablets / capsules		
77.	Ascorbic Acid (Vitamin C) IV - 500 mg / 5 mL	10 ampules / vials		
78.	Thiamine (Vitamin B1, Aneurine) - 100 mg / mL (10 mL)	10 ampules / vials		
79.	Vitamin B Complex (B1, B2, B6, Nicotinamide, d-panthenol) IV - 10 mL (10's)	40 ampules / vials		
80.	Calcium Gluconate 10% - 902mg / 10mL (10's)	5 ampules / vials		
81.	Vitamin K (Phytomenadione) - 10mg / 1mL (10's)	5 ampules / vials		
82.	Potassium Chloride (Slow-K) - 600 mg / 8 mmol K+ (100's)	200 tablets / capsules		
83.	Vitamin B Complex Tablets 100's	2000 tablets / capsules		
84.	Sodium Chloride, Potassium Chloride, Sodium Bicarbonate, Glucose, Sucrose, Flavour - Rehidrat Oral Electrolyte Solution (Sachets) (10's)	64 x 10 sachets		
85.	Probiotic (ProbiFlora - Adult Intensive Rescue 9 Strain Probiotic) (30's)	9 x 30 tablets / capsules		
86.	Multivitamin / DS24 / RDA 24 Multivitamin tablets 30's	3 000 tablets / capsules		
87.	Vitamin & Mineral Supplement - CaCO3, Vit D3, Mg, Zn, Cu, Boron (Calvit 500)	1000 packs of 60 tablets / capsules		
88.				
Schedule / Controlled Drugs (Injection / IV)				
89.	Fentanyl - 50 mcg / 1 mL (2 mL)	5 ampules		
90.	Flumazenil - 0.5 mg / 5 mL	3 ampules		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY**			
	*****MEDICAL PHARMACEUTICALS*****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
91.	Haloperidol – 5 mg / 1 mL	5 ampules		
92.	Hydroxyzine (Aterax) - 100 mg / 2 mL	10 ampules		
93.	Ketamine - 50 mg / 1 mL (10 mL)	5 ampules		
94.	Lorazepam - 4 mg / 1 mL (5's)	5 ampules		
95.	Midazolam - 15 mg / 3 mL	5 ampules		
96.	Morphine - 15 mg / 1 mL (10's)	10 ampules		
97.	Phenylephrine - 10 mg / mL (5's)	5 ampules		
98.	Tramadol - 100 mg / 2 mL	40 ampules		
99.	Phenergan -25mg / 2ml inj	10 ampules		
	Schedule / Controlled Drugs (Oral)			
100.	Amitriptyline - 25 mg tablets	100 tablets		
101.	Haloperidol - 0.5 mg tablets	30 tablets		
102.	Hydroxyzine (Aterax) - 25 mg (30's)	60 tablets		
103.	Lorazepam - 1mg tablets	30 tablets		
104.	Zolpidem - 10mg tablets	60 tablets		
105.	Tramadol 50mg capsules (20's)	200 capsules		
106.	Pax 10mg tablets (30's)	90 tablets		
	Analgesia / Anaesthetic (Injection / IV)			
107.	Bupivacaine HCl (Macaine) injection - 0.5% - 50 mg / 10 mL (10 mL)	10 vials		
108.	Diclofenac injection - 75mg / 3ml (10s)	50 ampules		
	Analgesia / Anaesthetic (Oral)			
109.	Aspirin tablets - 300 mg (14's)	15 x 14 tablets / capsules		
110.	Diclofenac tablets - 50 mg (21's)	40 x 21 tablets / capsules		
111.	Etoricoxib (Arcoxia) - 60 mg (28's)	30 x 28 tablets / capsules		
112.	Paracetamol 500 mg	70 x 20 tablets / capsules		
113.	Paracetamol 250mg, Ibuprofen 200mg, Codeine 10mg combination	80 x 30 tablets / capsules		
	(Ibupain Forte / Gen-Payne / Myprodol)			
114.	Rizatriptan - 10 mg (3 wafers / box)	3 x 3 wafers		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY**			
	*****MEDICAL PHARMACEUTICALS*****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
115.	Ibuprofen 200mg (14's)	80 x 14 tablets / capsules		
116.	Spasmed (24's)	60 x 24 tablets / capsules		
	Antibiotics / Anti-microbials			
117.	Amoxicillin, Clavulanic Acid (Co-Amoxycrav) 1.2g / 20mL (10's)	10 ampules / vials		
118.	Ampicillin 500 mg (10's)	10 ampules/ vials		
119.	Benzathine Benzylpenicillin (Benzathine Penicillin) 1.2 Mu / 10 mL (5's)	5 ampules / vials		
120.	Cefazolin (Cephazolin) - 500 mg (5's)	10 ampules / vials		
121.	Ciprofloxacin - 400 mg / 200 mL	5 x 200mL		
122.	Clindamycin - 600 mg / 4 mL (10's)	10 ampules / vials		
123.	Gentamicin - 80 mg / 2mL (10's)	5 ampules / vials		
124.	Metronidazole - 500mg / 100mL (5mg / 1mL)	10 x 500mg		
125.	Albendazole (Zentel) - 400 mg	30 x 1 tablets / capsules		
126.	Amoxicillin - 500 mg	20 x 15 tablets / capsules		
127.	Amoxicillin, Clavulanic Acid (Co-Amoxiclav) - 875 mg, 125 mg (10's)	15 x 10 tablets / capsules		
128.	Azithromycin - 500mg (3's)	20 x 3 tablets / capsules		
129.	Cefuroxime - 250 mg (10's)	15 x 10 tablets / capsules		
130.	Ciprofloxacin - 500 mg (10's)	20 x 10 tablets / capsules		
131.	Doxycycline - 100 mg (40's)	5 x 40 tablets / capsules		
132.	Kanamycin - 100 mg (20's)	1 x 20 tablets / capsules		
133.	Levofloxacin - 750 mg (10's)	5 x 10 tablets / capsules		
134.	Metronidazole - 400 mg (21's)	15 x 21 tablets / capsules		
135.	Nitrofurantoin - 100 mg (50's)	50 tablets / capsules		
136.	Valacyclovir - 500 mg (42's)	42 tablets / capsules		
	Cardiovascular			
137.	Adrenaline (1:1000) - 1 mg / 1 mL (10's)	20 ampules / vials		
138.	Amiodarone - 200mg (30's)	6 x 30 tablets / capsules		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY**			
	*****MEDICAL PHARMACEUTICALS*****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
139.	Amiodarone - 150 mg / 3 mL (6's)	6 ampules / vials		
140.	Atropine - 0.5mg / 1mL (10's)	10 ampules / vials		
141.	Nifedipine Controlled Release (Adalat Retard 10) - 10 mg (60's)	60 tablets / capsules		
142.	Nifedipine Extended Release (Adalat XL) – 30 mg (28's)	10 x 28 tablets / capsules		
143.	Enalapril - 10 mg (28's)	10 x 28 tablets / capsules		
144.	Atenolol - 50 mg (30's)	3 x 30 tablets / capsules		
145.	Diltiazem Hydrochloride - 180 mg SR	2 x 30 tablets / capsules		
146.	Verapamil - 40 mg (60's)	1 x 60 tablets / capsules		
147.	Furosemide - 20 mg (30's)	5 x 30 tablets / capsules		
148.	Hydrochlorothiazide (HCTZ) - 25 mg (30's)	10 x 30 tablets / capsules		
149.	Labetalol HCl - 100mg / 20mL (5's)	5 ampules / vials		
150.	Verapamil HCl - 5mg / 2mL (10's)	5 ampules / vials		
151.	Adenosine - 6 mg / 2 mL (6's)	6 ampules / vials		
152.	Glyceryl Trinitrate (Nitroglycerin) - 10 mg / 10 mL (5's)	5 ampules / vials		
153.	Isosorbide Dinitrate (Sublingual) - 5 mg (30's)	3 x 30 tablets / capsules		
154.	Dobutamine - 250mg / 20mL (5's)	0		
155.	Simvastatin - 20 mg (30's)	10 x 30 tablets / capsules		
156.	Warfarin - 5 mg	100 tablets / capsules		
	Dental			
157.	Fluoride Prophylaxis Paste - Medium Fine - Mint Flavoured - 453 g	2 tubs		
158.	Dental Cement - Polycarboxylate Cement 60 / Poly F Plus Pack (50 g)	1 x 50 g		
159.	Dental Cement - Temrex Tempory Cement Liquid (30 mL)	2 x 30 mL		
160.	Dental Cement - Temrex Tempory Cement Powder (25 g) - Shade Yellow	1 x 25 g		
161.	Dental Composite - White Composite / ER Composite Syr Enamel A2 (4 g)	2 x 4 g		
162.	Dental Paste - Guaiacol 4.16% & Eugenol 4.16% Dry Socket Paste (28 g) or equivalent	1 container (28 g)		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY**			
	*****MEDICAL PHARMACEUTICALS*****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
163.	Dental Pulp Conservation Therapy - Pulpomixine Pulp Treatment (5 g)	1 x 5 g		
164.	Dental Resin - SNAP Crown and Bridge Resin - Introductory Kit (S424) = Monomer Bottles + 4 Shades Polymer	1 kit		
165.	Dental Restorative - 3M ESPE Z100 MP Restorative Capsules (A1)	30 capsules (A1)		
166.	Dental Vitrebond - 3M ESPE Vitrebond Light Cure Glass Ionomer Liner / Base Liquid (5.5 mL)	2 x 5.5 mL		
167.	Dental Vitrebond - 3M ESPE Vitrebond Light Cure Glass Ionomer Liner / Base Powder (9 g)	2 x 9 g		
	Diagnostic			
168.	Methylene Blue 1% Solution Stain	2 x 30mL		
169.	Aqueous Iodine (Lugol's) Solution (100mL)	1 x 100mL		
Ear	Ear			
170.	Polymyxin B Sulphate, Neomycin Sulphate, Hydrocortisone (Otosporin) – 10 mL	20 bottles		
171.	Dichlorobenzene 2%, Chlorbutol 5%, Arachis Oil 57% (Cerumol) – 10 mL	10 bottles		
172.	Adco-Otised ear drops – 15 mL	30 bottles		
	Emergency			
173.	Potassium Chloride 15% (10 mL)	10 vials		
174.	Heparin Sodium - 5000IU / 1mL (10's)	5 ampules / vials		
175.	N-Acetylcysteine - 200 mg / mL in 10 mL (10's)	5 ampules / vials		
176.	Phenytoin - 250 mg / 5 mL (10's)	10 ampules / vials		
177.	Tranexamic Acid - 500 mg / 5 mL (5's)	5 ampules / vials		
178.	Alteplase - 50 mg / vial	4 vials		
179.	Magnesium Sulphate - 1g / 2mL (10's)	5 ampules / vials		
180.	Vecuronium Br. - 4 mg / 2 mL (10's)	5 ampules / vials		
181.	Neostigmine - 2.5 mg / mL (10's)	10 ampules / vials		
182.	Suxamethonium Chloride - 100 mg / 2mL (10's)	10 ampules / vials		
	(cold chain / fridge drug)			
183.	Medicinal / Activated Charcoal - 500 g	50 x 500 g		
184.	Dolutegravir 300mg, Lamivudine 300mg, Tenofovir 50mg (Emdoltent TM or equivalent)	30 tablets / capsules		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY**			
	*****MEDICAL PHARMACEUTICALS*****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
185.	Glucose Powder – 100 g	2 x 100 g		
186.	Sodium Polystyrene Sulfonate (Kexelate) - 454 g jar	1 jar		
	Genito-urinary			
187.	Allopurinol - 300 mg (100's)	100 tablets / capsules		
188.	Sodium bicarbonate, Tartaric acid, Citric acid, Sodium citrate, Glucose (Citro-Soda Granules)	30 x 100 g bottles		
189.	Misoprostol - 200mcg (60's)	60 pills		
190.	Levonorgestrel, Ethinylestradiol (Tri-Phasil) - 21 active + 7 inactive tablets / box	40 boxes		
191.	Medroxyprogesterone - 5 mg (20's)	20 x 20 tablets / capsules		
192.	Levonorgestrel - 1.5 mg	40 x 1.5 mg		
193.	Medroxyprogesterone injection - 150 mg / mL	15 injections		
194.	Clotrimazole Vaginal Cream 1%, with applicator - 50g tube (10mg/g)	15 tubes with applicators		
195.	Tamsulosin - 0.4 mg (30's)	20 x 30 tablets / capsules		
	Infection Control			
196.	Cetrimide 15% & Chlorhexidine Gluconate 1.5% (Cetidine) Solution (50 mL, 1 L, 5 L)	3 x 5L		
197.	Cetrimide 3.0% & Chlorhexidine Gluconate 0.3% (Savlon) Antiseptic Liquid (2 Liter)	2 x 2L		
198.	Chlorhexidine Gluconate 0.5% in 70% Alcohol (D-Germ / Biotaine) Hand Disinfectant (500 mL)	20 x 500 mL		
199.	Chlorhexidine Gluconate 0.5% in 70% Alcohol (D-Germ) Solution Disinfectant (5 L)	1 x 5L		
200.	Chlorhexidine Gluconate 5% (HiBiTane® Plus 5% Concentrate) Solution (500 mL)	2 x 500 mL		
201.	Hydrogen Peroxide 20% (100 mL)i067u	2 x 100mL		
202.	Hydrogen Peroxide 6% (500 mL)	1 x 500mL		
203.	Gentian Violet 0.5% Solution (100 mL)	1 x 100mL		
	Insulin & Anti-diabetic			
204.	Insulin Aspart (rDNA origin) - Ultra Fast-acting Analogue (NovoRapid) - 100 U / mL (10 mL)	5 vials		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY**			
	*****MEDICAL PHARMACEUTICALS*****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
	(cold chain / fridge drug)			
205.	Insulin - Biphasic Human - 30% Soluble, 70% Isophane Insulin (Actraphane HM ge) - 100U / 1mL (10 mL)	5 vials		
	(cold chain / fridge drug)			
206.	Gliclazide - 80 mg (56's)	6 x 56 tablets / capsules		
207.	Metformin – 500 mg (56's)	10 x 56 tablets / capsules		
	Intravenous Fluids			
208.	0.45% Sodium Chloride & 5% Glucose Solution (1 Litre)	5 x 1L		
209.	0.9% Sodium Chloride (1 Litre)	10 x 1L		
210.	0.9% Sodium Chloride (100 ml)	10 x 100mL		
211.	0.9% Sodium Chloride (200 ml)	10 x 200mL		
212.	0.9% Sodium Chloride (50 ml)	10 x 50mL		
213.	0.9% Sodium Chloride for Injection (10 mL)	50 x 10mL		
214.	25% Mannitol (50ml IV Bag - 12.5 g / 50 mL)	1 x 50mL		
215.	5% Dextrose (1 Litre)	5 x 1L		
216.	5% Dextrose (200 mL)	10 x 200mL		
217.	50% Dextrose (20mL Vial)	15 x 20mL		
218.	50% Dextrose (50mL)	15 x 50mL		
219.	6% (Voluven - TetraStar) Hydroxyethyl Starch, Sodium Chloride (500 mL)	10 x 500mL		
220.	8.5% Sodium Bicarbonate (50 mL)	5 x 50mL		
221.	Ringers Lactate (1 Litre)	15 x 1L		
	Local Anaesthesia / Dental			
222.	Benzocaine USP 18% & Tetracaine Hydrochloride USP 2% (Oral Topical Anaesthetic Gel) - ZAP (Cool Mint) or equivalent	1 container		
223.	Lignocaine (Lidocaine) 2% in 1.8mL Dental Cartridge (100's)	50 ampules / vials		
224.	Lignocaine (Lidocaine) 2%, Adrenaline (1:80,000) 1.8mL Dental Cartridge (100's)	50 ampules / vials		
	Local Anaesthesia / Misc			
225.	Lignocaine (Lidocaine) 10% Pump Spray (Xylocaine) Alcohol 95% - 10 mg / 0.1 mL (50 mL)	2 bottles		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY**			
	*****MEDICAL PHARMACEUTICALS*****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
226.	Tetracaine 0.5% (with Camomile, Arnica & Salvia with Al. triformate Extract) Oral Ointment - (0.5g, 10g) / 100g (10g tube)	15 tubes		
227.	Clove Oil (Marshall's Toothache Drops) - Clove Oil - 20 mg/ml (2%) - 10mL bottle	20 bottles		
228.	Choline Salicylate, Cetalkonium Cl, Alcohol 37.34% m/m Oral Gel (Teejel) - (87mg, 0.1mg, 37.34% m/m) / g per 10g tube	20 tubes		
229.	Ethyl Chloride Spray - 100 mL	1 x 100 mL		
230.	Lignocaine (Lidocaine) 2% Jelly - 2 g / 100 mL (20 mL tubes)	2 tubes		
231.	Tetracaine (Amethocaine Hydrochloride) Gel / Cream - 25g	10 tubes		
Local Anaesthesia / Ophthalmic				
232.	Oxybuprocaine (Benoxinate) Eye Drops (Novisin Wander) – 3 mL	2 bottles		
Nausea & Vomiting				
233.	Cinnarizine - 25 mg (10's)	50 x 10 tablets / capsules		
234.	Metoclopramide – 10 mg (10's)	20 x 10 tablets / capsules		
235.	Promethazine - 25 mg (10's)	30 x 10 tablets / capsules		
236.	Ondansetron - 4mg / 2mL (10's)	10 ampules / vials		
237.	Metoclopramide - 10 mg / 2 mL (10's)	40 ampules / vials		
Ophthalmic				
238.	Ketorolac Tromethamine 0.4% Eye Drops - 5 mL	5 bottles		
239.	Levobunolol Eye Drops - 7.5 mL	3 bottles		
240.	Chloramphenicol 1% Eye Ointment - 3.5 g	30 tubes		
241.	Ciprofloxacin Eye Drops - 3mg/mL (5mL)	5 bottles		
242.	Chloramphenicol 0.5% Eye Drops - 15 mL (cold chain / fridge drug)	5 bottles		
243.	Aciclovir 3% Eye Ointment - 30mg/g (4.5g tube)	10 tubes		
244.	Prednisolone 1% Eye Drops - 5 mL	4 bottles		
245.	Tetryzoline HCl, Antazoline HCl (Spersallerg) Eye Drops - (0.4mg, 0.5mg) / mL in 10 mL	40 bottles		
246.	Cyclopentolate 1% Eye Solution - 10mg / 1mL in 15 mL (cold chain / fridge drug)	4 bottles		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY**			
	*****MEDICAL PHARMACEUTICALS*****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
247.	Carmellose (Carboxymethylcellulose) (Refresh) - 10 mg / mL (10 mL)	3 bottles		
	Rectal			
248.	Indomethacin Suppository (10's)	30 suppositories		
249.	Prednisolone Caproate 1.3mg, Cinchocaine HCl 1mg (Scheriproct) Suppositories (10's)	30 suppositories		
250.	Bisacodyl Suppositories - 10mg (10's)	20 suppositories		
251.	Annusol Ointment 25g	30 tubes		
	Steroids			
252.	Hydrocortisone - 100mg / 2mL (5's)	20 ampules / vials		
253.	Methylprednisolone (IV & Intra-articular) - 40 mg / 1 mL	5 ampules / vials		
254.	Methylprednisolone (IV) - 500 mg / 8 mL	5 ampules / vials		
255.	Dexamethasone (IV & Intra-articular) - 4 mg/1mL	10 ampules / vials		
256.	Prednisone - 5 mg (1000's)	2000 tablets / capsules		
	Vaccinations			
257.	Tetanus Toxoid Vaccine Prefilled Injection - ≥40IU / 0.5mL (cold chain / fridge drug)	20 vials		
258.	Hepatitis B Vaccine - 20mcg / 1mL (cold chain / fridge drug)	20 vaccines		
	Miscellaneous / Other			
259.	Fluoxetine - 20 mg (28's)	5 x 28 tablets / capsules		
260.	Carbamazepine - 200 mg (50's)	50 tablets / capsules		
261.	Phenytoin - 100 mg (90's)	90 tablets / capsules		
262.	Tranexamic Acid - 500 mg (30's)	60 tablets / capsules		
263.	Celestone soluspan 1ml vial (10's)	50 vials		
264.	Adco-dol (40's)	50 x 40 tablets		
265.	Deep freeze cold spray 150ml	50 bottles		
266.	Deep freeze Gel	40 tubs		
267.	Solu-Cortef 100mg vial	20 vials		
268.	Distilled water 1L	6		
269.	Zam-Buk Cherry Lip Balm	60		
270.	Mist Alba	20		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY**			
	*****MEDICAL PHARMACEUTICALS*****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
271.	Laxative	30		
272.	Sensodyne tooth paste	30		
273.	Arnica gel	50 tubes		
274.	Adco-Mefenamic acid (Ponstel)	30 x 30 tablets/capsules		
	SUBTOTAL PHARMACEUTICALS			

	****QUANTITIES FOR QUOTATION PURPOSE ONLY****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
	*****Medical Consumables *****			
275.	Diagnostic Test - Hepatitis B Surface Antigen (HBsAg) Test Kit (Rapid)	15 tests		
276.	Cerumen Curettes - Plastic Cerumen Curettes: Adult. Pack of 10.	20 curettes		
277.	Rapid Rhino Nasal Tamponade Device - Inflatable Epistaxis Tamponade Device, Unilateral without Airway - 4.5 cm	10 devices		
278.	Rapid Rhino Nasal Tamponade Device - Inflatable Epistaxis Tamponade Device, Unilateral without Airway - 7.5 cm	10 devices		
279.	Measuring Tape (Non-stretch Flexible Tape, Durable Material. Non-fade, Non-smudge markings)	2 tapes		
280.	The Morgan Lens (Eye Irrigation)	4 lenses		
281.	X-Ray: Radiation Protective Half Shield - Adult - Medium (40 cm x 40 cm)	1 shields		
282.	Electrosurgical Electrole Blade Cat. No. S101-A, Sterile	5 blades		
283.	Electrosurgical Pad - 3M Universal Electrosurgical Pad (Pack of 5)	2 packs of 5 pads		
284.	Cotton Wool: Balls, Sterile (5 per pack)	10		
285.	Wound Closure Strips, Sterile - 3M Steri-Strips - 12 mm x 50 mm (50 Bags of 6 Strips)	packs of 5 balls		
286.	Wound Closure Strips, Sterile - 3M Steri-Strips - 12 mm x 50 mm (50 Bags of 6 Strips)	10 bags of 6 strips		
287.	Instant Heat packs (reusable Hot-Sense) Made of non-toxic Sodium Acetate	15 packs		
288.	Incineration box and Lid 15 kg	7 boxes		
289.	Diagnostic – Test Cholesterol machine and strips	50 strips		
290.	Oxygen Bubble Humidifier Bottle	5		
291.	Oxygen Mask - Adult - Venturi / Multivent Mask with Tubing	10 masks		
292.	Oxygen Mask - Partial Rebreather with Reservoir with Tubing – Adult	10 masks		
293.	Pneumothorax Aspiration Set (Teleflex's Arrow: A1-01500-E)	1 set		
294.	IV Administration Set - 20 Drops / mL with Injection Port	10 administration sets (lines)		
295.	IV Administration Set - 60 Drops / mL with Injection Port	10 administration sets (lines)		
296.	Needle - Butterfly (Scalp Vein) Needle 21 G	10 needles		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
	*****Medical Consumables*****			
297.	Needle - Hypodermic Needle - 18 G (100'S)	3 boxes		
298.	Needle - Hypodermic Needle - 22 G (100'S)	3 boxes		
299.	Needle - Hypodermic Needle - 23 G (100's)	3 boxes		
300.	Needle - Hypodermic Needle - 24 G (100'S)	3 boxes		
301.	Needle - Hypodermic Needle - 26 G (100'S)	3 boxes		
302.	Dental Bib Holder - Round Plastic or Chain Necklace with two Alligators Clips (Reusable)	5 bib holders		
303.	Dental Composite Finishing Polishing Mandrel	20 mandrels		
304.	Dental Swabs	50 swabs		
305.	Floss - Dental Floss (10 m)	20 pc		
306.	Diagnostic Test - Blood Type Test Kits (Eldon Cards)	30 cards		
307.	Diagnostic Test - Faecal Occult Blood (FOB) Test (Rapid)	10 tests		
308.	Diagnostic Test - Fluorescein Single Dose Eye Drops Units	10 units		
309.	Diagnostic Test - Hepatitis B Surface Antigen (HBsAg) Test Kit (Rapid)	10 tests		
310.	Diagnostic Test - HIV 1/2 Test Kits (Rapid)	40 tests		
311.	Diagnostic Test - Pregnancy Urine Tests / HCG Urine Test Strips (Rapid)	40 tests		
312.	Cerumen Curettes - Plastic Cerumen Curettes: Adult. Pack of 10.	20 curettes		
313.	Rapid Rhino Nasal Tamponade Device - Inflatable Epistaxis Tamponade Device, Unilateral without Airway - 4.5 cm	10 devices		
314.	Rapid Rhino Nasal Tamponade Device - Inflatable Epistaxis Tamponade Device, Unilateral without Airway - 7.5 cm	10 devices		
315.	Batteries - size AA	10 batteries		
316.	Batteries - size AAA	10 batteries		
317.	Bin: Healthcare Risk Waste Bin, 140L, Red, with Wheels (PHC-E-047)	1 bin		
318.	ElectroGel - Ionically Conductive Gel for Defibrillator (300 mL or closest volume)	1 x 300 mL		
319.	X-Ray / Radiation Protection Apron Hangers - Mobile Apron Hangers	2		
320.	Corn Cushion Discs / Corn Protectors	50 packs of 6 or 9 discs per pack		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
	*****Medical Consumables *****			
321.	Salicylic Acid (40%) Corn Remover Medicated Bandages	50 packs of 6 bandages per pack		
322.	Standard First Aid Scissors	30 scissors		
323.	Saline for Irrigation / Sodium Chloride 0.9% - Pour Saline (1 Litre)	10 x 1L		
324.	Water for Injection (10 mL)	20 x 10mL		
325.	Water for Irrigation / Irrigation Solution - Sterile Water (1 Litre)	10 x 1L		
326.	Nasogastric / Stomach / Levin Tube - 12 FR	2 tubes		
327.	Nasogastric / Stomach / Levin Tube - 14 FR	2 tubes		
328.	Nasogastric / Stomach / Levin Tube - 16 FR	2 tubes		
329.	Nasogastric / Stomach / Levin Tube - 20 FR	2 tubes		
330.	AHA ECC (Handbook of Emergency Cardiovascular Care for Healthcare Providers by AHA) – latest version available	1 book		
331.	South African Medicines Formulary - latest version available	1 book		
332.	Trust Condoms	800 condoms		
333.	Lilets Tampons Regular 16 or equivalent	10 x 16 tampons		
334.	Lilets Tampons Super 10 or equivalent	10 x 10 tampons		
335.	Medical Waste Bags (Red - Biohazard) - 20L, Heavy Duty	20		
336.	Medicine Spoon - 5 mL	10		
337.	Sanitary Napkin Disposal Bags (Liner for Individual Sanitary Napkin Disposal)	200 bags		
338.	Sanitary Pads - Heavy Flow 10 Maternity pads or equivalent	2 pack of 10		
339.	Sanitary Pads - Regular Flow (14s) or equivalent	5 packs of 14		
340.	70% Isopropyl Alcohol (Webcols), Sterile, Individually packed in aluminium foil pouches (200's)	800 pcs		
341.	Triage Tags for Mass Casualty	50 tags		
342.	Sharps Container - Very Small for EMR Bags (200 mL)	3 containers		
343.	Topster CHAM-MATE Autoclave Chamber & Piping Cleaner or equivalent	20 cleaners		
344.	Gloves - Non Sterile Examination Gloves - Medium (Box of 100 gloves) - Nitrile Latex-free & Powder-free	3 boxes of 100 gloves		
345.	Gloves - Non Sterile Examination Gloves - Small (Box of 100 gloves) - Nitrile Latex-free & Powder-free	2 box of 100 gloves		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
	*****Medical Consumables*****			
346.	Gloves - Sterile Surgical Gloves - Size 6.0 - Nitrile Latex-free & Powder-free	1 box of 50 pair		
347.	Gloves - Sterile Surgical Gloves - Size 6.5 - Nitrile Latex-free & Powder-free	1 box of 50 pair		
348.	Goggles - Clear, Shatter-proof Lenses, Adjustable Temples, Re-usable	5 goggles		
349.	Mask - N95 Respirator (Particulate Mask) - Duckbill or Cone Type	20 masks		
350.	Thick plastic bag that accompanied a body bag (Approx. 285 cm x 85 cm)	2 bag		
351.	Scalpel - Disposable Scalpel with Handle - #11	30 scalpels		
352.	Swabs - Abdominal / Surgical Swab, Cotton, X-Ray Detectable, Sterile - 170 mm x 200 mm x 4 ply (5 per pack)	4 packs of 5 swabs		
353.	Swabs - Abdominal / Surgical Swab, Cotton, X-Ray Detectable, Sterile - 450 mm x 370 mm x 6 ply (5 per pack)	6 packs of 5 swabs		
354.	Cast Padding / Orthopaedic Padding - 200 mm x 3 m	30 pc		
355.	Cast Stockinette / Elastic Tube Bandage Rolls - #4	1 roll		
356.	Casting Tape - Orthopedic Fiberglass Casting Tape - 125 mm x 3.6 m (Delta-Lite® Plus or equivalent)	10 pc		
357.	Walking Boot / Walking Brace / Moon Boot (Aircast) – X-Large	2 pc		
358.	Bandage - Cohesive Bandage / Self-adherent Wrap (Coban: Standard, Tan) - 100 mm x 4.5 m	10 pc		
359.	Bandage - Cohesive Bandage / Self-adherent Wrap (Coban: Standard, Tan) - 75 mm x 4.5 m	10 pc		
360.	Bandage - Elastic Adhesive Bandage, Low Allergy, Individually Wrapped Roll (Elastoplast or equivalent) - 50 mm x 4.5 m stretched	30 pc		
361.	Bandage - Elastic Adhesive Bandage, Low Allergy, Individually Wrapped Roll (Elastoplast or equivalent) - 75 mm x 4.5 m stretched	20 pc		
362.	Bandage - Elastic Adhesive Bandage, Low Allergy, Individually Wrapped Roll (Elastoplast or equivalent) - 25 mm x 3 m	10 pc		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
	*****Medical Consumables*****			
363.	Cotton Wool: Balls 1g (500s)	100 balls		
364.	Cotton Wool: Balls, Sterile (5 per pack)	10		
365.	Dressing - Adhesive Wound Dressing 100 mm x 120 mm (50s)	packs of 5 balls		
366.	Dressing - Adhesive Wound Dressing 50 mm x 70 mm (50s)	100 pc		
367.	Dressing - Adhesive Wound Dressing 100 mm x 120 mm (50s)	100 pc		
368.	Dressing - Adhesive Wound Dressing, Non-woven (Primapore) - 80 mm x 100 mm (20's)	80 pc		
369.	Dressing - Hydrocolloid Dressing (Granuflex E) - 100 mm x 100 mm	3 box of 5 dressings		
370.	Dressing - Transparent Adhesive Film Dressing (Opsite Post-Op) - 65mm x 50 mm	15 pc		
371.	Dressing - Transparent Adhesive Film Dressing, Frame Style (Tegaderm) - 100 mm x 120 mm (Box of 10)	10 pc		
372.	Dressing - Transparent Adhesive Film IV Dressing (IV3000) - 60 mm x 85 mm	50 pc		
373.	Dressing Pack - Sterile, Disposable - Medium	5 packs		
374.	Gauze - Non-sterile, Absorbant - 100 mm x 100 mm x 8ply (Pack of 100)	10 packs of 100		
375.	Gauze - Sterile, Absorbant - 100 mm x 100 mm (Pack of 5)	25 packs of 5		
376.	Hydrogel (Burnshield) Gel - 10 mL Tube	60 x 10mL		
377.	Plasters / Band-aids, Wound Adhesive Plaster - Finger Strip Plasters - 72 mm x 19 mm (100's)	200 pc		
378.	Plasters / Band-aids, Wound Adhesive Plaster - Mixed / Assorted Small Sizes Strips (Elastoplast) - Variety of 4 (Spot, Strip, Patch), Box of 20	30 boxes of 20 plasters		
379.	Plasters / Band-aids, Wound Adhesive Plaster Strips, Waterproof, H shape / Knuckle Strips - 50 mm x 30 mm	100 plasters		
380.	Sponge - Absorbable Haemostatic Gelatin Sponge (Spongostan™), Individually Wrapped, Standard - 60 mm x 150 mm	10 pc		
381.	Tape - Transparent Tape (Transpore) - 25 mm x 9.14 m	10 pc		

	****QUANTITIES FOR QUOTATION PURPOSE ONLY****			
No	Item description	QTY	Unit Price (Vat included)	Total Price (VAT included)
	*****Medical Consumables *****			
382.	Tape - Transparent Tape (Transpore) - 51 mm x 9.14 m	5 pc		
383.	Lubricating Jelly (KY Jelly) – 2.5 g sachets	50 sachets		
384.	Arrow® EZ-IO® Intraosseous Vascular Access System - 15mm Needle+Stabilizer Kit	2 needles with stabilizers		
385.	Arrow® EZ-IO® Intraosseous Vascular Access System - 25mm Needle+Stabilizer Kit	2 needles with stabilizers		
386.	Arrow® EZ-IO® Intraosseous Vascular Access System - 45mm Needle+Stabilizer Kit	2 needles with stabilizers		
387.	Instant Heat packs (reusable Hot-Sense) Made of non-toxic Sodium Acetate	50 packs		
388.	Disposable instant cold packs	60 packs		
389	Diagnostic – Test Cholesterol machine and strips	50 strips		
390	First Aid Boxes (huts)	9 boxes		
	SUBTOTAL CONSUMABLES			

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	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.



DEPARTMENT OF ENVIRONMENTAL AFFAIRS

BAS ENTITY MAINTENANCE FORM

Head Office Only

Date Received _____
Safetynet Capture _____
Safetynet Verified: _____
BAS/LOGIS Capt _____
BAS/LOGIS Auth _____
Supplier No. _____

The Director General

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post.

Please ensure information is validate as per required bank screens .

I/We understand that bank details provided should be exactly as per record held by the banks.

I/We understand that the Department will not held liable for any delayed payments as a result of incorrect information supplied.

Company / Personal Details

Registered Name

Trading Name

Tax Number

VAT Number

Title:

Initials:

Full Names

Surname

Persal Number

Address Detail

Address

(Compulsory if Supplier)

Physical

Postal

Postal Code

New Detail

☐ New Supplier information ☐ Update Supplier information

Supplier Type:

☐ Individual
☐ Company
☐ CC

☐ Department
☐ Trust
☐ Other (Specify)

☐ Partnership

Department Number
