

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF HEALTH

BID NUMBER: HEAL/245/21/MP

**APPOINTMENT OF THE SERVICE PROVIDER(S) FOR
THE PROVISION OF PRINTING SERVICES (CLINICAL
STATIONERY, REGISTERS, PATIENT FOLDERS,
ANNUAL REPORT AND ANY OTHER PRINTING
REQUIREMENTS) TO THE DEPARTMENT OF HEALTH
MPUMALANGA PROVINCE FOR A PERIOD OF THREE
(3) YEARS**

ISSUED BY:

Department of Health
Private Bag X11285
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH					
BID NUMBER:	HEAL/245/21/MP	CLOSING DATE:	06 DECEMBER 2021	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF THE SERVICE PROVIDER(S) FOR THE PROVISION OF PRINTING SERVICES (CLINICAL STATIONERY, REGISTERS, PATIENT FOLDERS, ANNUAL REPORT AND ANY OTHER PRINTING REQUIREMENTS) TO THE DEPARTMENT OF HEALTH MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		<input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		<input type="checkbox"/> A REGISTERED AUDITOR NAME:			
[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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	HEALTH		CONTACT PERSON	Mr RENIER BEUKES	
CONTACT PERSON	Ms NOMUSA KHOZA		TELEPHONE NUMBER	013 766 3407	
TELEPHONE NUMBER	013 766 3366		FACSIMILE NUMBER		
CELL. NUMBER			E-MAIL ADDRESS	RenierB@mpuhealth.gov.za	
FACSIMILE NUMBER					
E-MAIL ADDRESS	NomusaK@mpuhealth.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
1.6.	OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

MPUMALANGA DEPARTMENT OF HEALTH



**APPOINTMENT OF THE SERVICE PROVIDER
FOR THE PROVISION OF PRINTING SERVICES
(CLINICAL STATIONARY, REGISTERS,
PATIENT FOLDERS, CLINICAL STATIONARY,
ANNUAL REPORTS AND ANY OTHER
PRINTING REQUIREMENTS) FOR A PERIOD
OF THREE (03) YEARS**

1. INTRODUCTION

The Department of Health is hereby inviting all prospective suppliers to submit bids for provision of printing services (clinical stationary, registers, patient folders, clinical stationary, annual reports and any other printing requirements)

2. APPOINTMENT OF SERVICE PROVIDER(S)

The bid will be awarded to the service provider(s) who complies with all the provisions of the technical specifications, stipulated requirements and Mpumalanga Department of Health will enter a contract with the successful service provider(s).

3. SCOPE OF WORK

The Department has three (3) districts that will on time-to-time basis require The printed materials for all health facilities to ensure that Department employee have right resources to deliver on the mandate of the Department. The appointed service provider/s will be required to supply and deliver the required Hospital Printed Materials to the destination to be indicated as per the order. All Printed Matters supplied to the Department should be according to the description specified on the pricing schedule and according to the quality and quantity requirements as mentioned on the special conditions of this bid. Prospective bidder/s must bid on **ALL ITEMS** on the item list, as the tender could be awarded to one bidder or more.

4. DURATION OF THE CONTRACT

The Contract will be for the period of three (03) years. The contract will commence on a date specified by the department in the letter of award of the contract and / or Service Level Agreement (SLA).

5. PRICING

The prices must include printing, supply and delivery at any designated health facility within the province of Mpumalanga which will be stated in the official order for the duration of the contract and be inclusive of VAT for all VAT registered suppliers. The service providers must quote on all items in the pricing schedule, failure to do so will result in the bidder being disqualified. The Department reserves the right to award the tender partly or in full depending on the Departmental or Provincial priorities.

6. EVALUATION METHODOLOGY

6.1 General

The evaluation shall be conducted by the Bid Evaluation Committee as follows:

- I. Pre-qualification – Phase 1
- II. Administrative requirements – Phase 2
- III. Functionality – Phase 3 and
- IV. Evaluation in terms 80/20 preferential point system – Phase 4

6.2 Evaluation Phases

6.2.1 Phase 1 – Pre-qualification

Only bidders meeting the following pre-qualification criteria are eligible to bid

- Level 1 - BBBEE status level of contributor and
- EME / QSE

6.2.2 Phase 2 - Administrative requirements

NO	COMPULSORY RETURNABLE DOCUMENTS	ATTACHED YES / NO
1	SBD 1 - Invitation to bid.	
2	SBD 4 - Declaration of interest.	
3	SBD 6.1 - Preference points claim form in terms of the Preferential Procurement Regulations 2017.	
4	SBD 8 - Declaration of Bidder's Past Supply Chain Management Practices.	
5	SBD 9 - Certificate of Independent Bid Determination.	
6	Central Supplier Database (CSD) report	
7	A Letter of Good Standing, issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 must be attached. The certificate must be valid by closing date of the bid. The letter of intention to issue a letter of good standing by the Compensation Commissioner is not acceptable and if attached will lead to automatic disqualification. The date on the certified copy must not be older than one (1) month as at the closing date of the bid.	
8	Letter of approval by Executing Authority to do business if the entity has member / members who is / are a Government employee.	
9	If the bidder is a joint venture / consortium / partnership, a certified copy of such an agreement and a resolution by each party to such joint venture / consortium / partnership authorizing its participation in the bid.	
10	Familiarize yourself and Initial every page of the General Condition of Contract.	

NB: SERVICE PROVIDERS WHO FAIL TO ATTACH ONE OF THE COMPULSORY REQUIREMENTS LISTED ABOVE WILL LEAD TO THE DISQUALIFICATION OF THE BIDDER.

NR	SUPPORTING BIDDING DOCUMENTS	ATTACHED YES / NO
1	Original or certified copy of B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS)., or sworn affidavit indicating the level of preferential points to be claimed as contemplated on the amended Code of good practice of the B-BBEE certification sworn affidavit only applies to Exempted Micro Enterprise (EME). Bidders in a joint venture, partnership consortium must attach consolidated original or originally certified copy of the B-BBEE certificate or sworn affidavit if EME.	
2	Sworn affidavit reflecting the annual turnover of the bidder in order to determine whether the bidder is an EME or QSE.	
3	Proof of experience in similar work (this must be further substantiated with a contactable reference list)	
4	Proof of availability of appropriate vehicle. Certified copies of vehicle registration certificate must be attached. If the vehicle does not belong to the company of one of its director s, a letter of intent to enter a vehicle-leasing contract should be attached. The date on certificate copies must not be older than one (1) month as at the closing date of the bid.	
5	Abridged/Shortened CVs and certified copies of relevant qualifications (in graphic designing and in management respectively)	
6	An originally stamped letter of good standing indication the rating of the account from a bank registered in terms of the Bank Act (Act No.94 of 1990 as amended). The date on the letter must not be older than one (1) month as at the closing date of the bid.	

6.2.3-Phase 3 - Functionality Evaluation Criteria.

The bid evaluation committee members shall individually evaluate the responses received and presentations based on the below evaluation criteria.

CRITERIA FOR FUNCTIONALITY	MAXIMUM POINTS
RELEVANT EXPERIENCE IN THE PROVISION OF PRINTING SERVICES <ul style="list-style-type: none"> No experience = 0 points Below 2 years = 10 points Between 2 years and 4 years = 20 points Above 4 years = 30 points NB: Proof of relevant experience must be attached. E.g. Purchase orders, appointment letters or any other proof	30
CAPACITY TO DELIVER THE GOODS (TRANSPORTATION) <ul style="list-style-type: none"> No transportation = 0 2 Light Delivery Vehicles = 10 3 or more Light Delivery Vehicles = 20 <p>Proof of availability of appropriate vehicles to enable delivery/transportation of printed stationery. Certified copies of vehicle registration certificates should be attached. If the vehicles do not belong to the company or one of its directors, a letter of intent (signed by both parties) to enter a vehicle leasing contract should be attached, Certified copies of vehicle registration certificates of the vehicles to be leased must be attached.</p>	30
HUMAN RESOURCE CAPACITY Key personnel in the provision of printing services <ul style="list-style-type: none"> 1 X Graphic designer = 15 1 X Administration / Operations Manager = 15 NB: Abridged/Shortened CVs and certified copies of relevant qualifications (in graphic designing and in management respectively) must be attached – failure to attach the Abridged/Shortened CV and qualifications will result in no points being awarded	30
FINANCIAL CAPACITY Letter of good standing with ratings from a registered financial institution <ul style="list-style-type: none"> A = 10 B = 8 C = 6 D = 4 E = 2 	10
TOTAL	100

NB: The Department reserves the right to verify the information provided above from any party without the concern of the bidder.

The assessment of functionality shall be done in terms of the above-mentioned evaluation criteria and all bidders who scored the **minimum threshold of 70 points** will advance to Phase 4 of the bidding process. Bids/proposals that do not score the specified minimum points for functionality shall be disqualified and not be considered further.

6.2.3 Phase 4 – Evaluation in terms of the 80/20 preference point systems

Only the qualifying bidders shall be evaluated further in terms of the 90/10 preference points system where **80 points will be used for price only and 20 points BBEE level of contributor.**

The lowest acceptable bid/proposal shall obtain the maximum percentage allocated for price. The other bid/proposals with higher prices shall proportionately obtain lower percentages.

The final points to choose the preferred bidder shall be calculated as follows:

$$P_s = 80 \left[1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

Where:

P_s = Points scored for comparative price of tender or offer under consideration

P_t = Comparative price of tender or offer under consideration and

P_{\min} = Comparative price of lowest acceptable tender or offer

NOTE: The preference claim forms are part of the standard bidding document

B-BBEE Status level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

7. SPECIAL CONDITIONS OF THE CONTRACT

- a) Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.
- b) The Mpumalanga Department of Health reserves the right to award this bid to one or more bidders.
- c) The Mpumalanga Department of Health reserves the right to award the bid in whole, partially or not to award at all.
- d) The contract shall be concluded between Mpumalanga Department of Health and the successful service provider(s) by entering into Service Level Agreement(s) with the successful bidder(s).
- e) The Mpumalanga Department of Health reserves the right to suspend or terminate the contract if the successful bidder/s does not comply with any stipulations contained in the contract.
- f) The Mpumalanga Department of Health reserves the right to request further information from the bidder/s anytime.
- g) Mpumalanga Department of Health reserves the right to revise the contents of the books, registers or any items in line with the Departmental priorities

I agree that this bid document has been read and understood by myself as a bidder.

.....
BIDDER'S SIGNATURE

.....
DATE

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
1.	Presentation Folders Department of Health Folders	Size : 455x395 mm Printed spot green (Dept. of Health Green) both sides on 235 gsm Emtini Kraft Liner. Diecut and break out. Deliver flat. Print ready PDF artwork to be supplied	EACH			
2.	PHC Tick register A3 300pg	Size : Cover Colour/ Text Black Pre- press: A4xA2 Positive (ea.) (Cover) 148xA2 Positive (ea.) (Text) Printing & Paper: Cover Printed 4 Process colour Both sides on HI-Q Titan (Gloss), 250G/m2, White Text (1x148): Printed Process Black both sides on the Sun Bond, 80g/m2, White Finishing: Collated Trimmed to size Quarter bound with writing shield	EACH			
3.	Human papilloma Virus (HPV) card	Size : Cards 300 x 142mm F/C Double sided Pre-press: A4XA2 Positive (ea) (Card) Printing & Paper: Cards: Printed 4 Process colours both sides on HI-Q Titan (Matt), 300g/m2, White Finishing: Scored Z Folded Trimmed to size Dispatch: Boxed A4	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
4.	Patient Files	45mm x395mm Size: 1 spot colour double sided Pre-press: 2xA2 Positive (ea) (Folder) Printing & Paper: Folder Printed 1 Spot colour both sides on Emtini Liner, 170g/m2,Kraft Finishing: Die Cut Scored Trimmed to size	EACH			
5.	A4 Folder National HIV Testing Services Guidelines	Size: Full colour and Varnish A3 Folded To A4 Pre-press: 8xA3 Positive (ea) (Folders) Printing & Paper: Folders Printed A4 Process colours both sides on HI-Titan (Gloss), 350g/m2, White Finishing: Scored Folding Trimmed to size UV Varnished 1 side only Dispatch: Boxed A4	EACH			
6.	A4 Books 96 Pager	Size: Full Colour both sides Pre-press: 4xA2 Positive (ea) (Cover) 96 x A2 Positive (ea) (Text) Printing & paper: Cover Printed 4 Process colours front only on HI-Q Titan (Gloss) 350g/m2, White Finishing : Folding Collated Trimmed to size Wiro Bind Dispatch: Boxed	EACH			
7.	A4 Weekly Consent Forms	Size: Full Colour D/sided (80gsm) Pre-press	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
		Printing paper Finishing: Trimmed to size Dispatch: Boxed A4				
8.	A4 HPV Registers	(Landscape) Size: Black printing only Pre-press: 2XA2 Positive (ea) (Copy 4) 1xA2 Positive (ea) (Copy 1) 1xA2 Positive (ea) (Copy 2) 1xA2 Positive (ea) (Copy 3) Printing & paper: copy 1 (x20) Printed Process Black front only on Idem CB,60g/m2, Copy 2(x20): Printed Process Black front only on Idem CFB,60g/m2, 3 (x20): Idem CF, 60g/m2, Copy 4 CF,60G/m2 Finishing: Numbered & perforated Collated Quarter bound with writing shield Trimmed to size	EACH			
9.	HPV A1 Posters	Size: Full Colour single sided (130gsm gloss)	EACH			
10.	A4 Occurrence book	Size: 200 pages on 80 gsm bond black printing Pre-press: 2xA3 Positive (ea.) (Text) Printing & paper: Text (x50):	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
		Printed Process Black both sides on Sun Bond, 80g/m2, White Finishing: Folding Collated Quarter bound with writing shield Trimmed to size Dispatch: Boxed A4				
11.	A4 Weekly consent Forms	Size: Full Colour D/sided (80gsm) Pre-press Printing & Paper Finishing: Trimmed to size Dispatch: Boxed A4	EACH			
12.	A4 Weekly Summary Sheets	Size: Full Colour D/sided (80gsm) Pre-press Printing & Paper Finish: Trimmed to size Dispatch: Boxed A4	EACH			
13.	Monthly Tally A3 , 32pp + Cover	Size: Cover F/C ; Text Black Pre-press: 8 x A2 Positive (EA0 (Cover) 1x2 Positive (ea.) (Text) Printing & Paper: Cover: Printed 4 Process colours both sides on HI-Q Titan (Gloss), 250g/m2 White Text: Printed Process Black both sides on Sun Bond, 80 g/M2, White Finishing: UV Varnished 1 side only Folding Collated Saddle Stitched Trimmed to size Dispatch: Shrink wrapped & boxed	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
14.	A4 Booklet Of STI National Guideline	<p>Size: 26 Payer & 4 Page cover full colour with Ultraviolet Varnish</p> <p>Pre- press: 4xA2 Positive (ea) (Cover) 24 xA2 Positive (ea) (Text)</p> <p>Printing & paper: Cover Printed 4 Process colours both sides on HI-Q Titan (Gloss), 250g/m2, White Text(x106)</p> <p>Printed 4 Process colours both sides on HI-Q Titan (Gloss), 148g/m2, White</p> <p>Finishing:</p> <p>Folding Collated Trimmed to size</p> <p>Dispatch: Boxed A4</p>	EACH			
15.	HIV Testing Register A3	<p>Size: Cover & Text in Full colour 420mmx297 mm</p> <p>Pre-press</p> <p>Printing & paper: Cover 200gms Triple Green with medium Clipboard Text 80gsm White Bond Both printing in full colour</p> <p>Finishing: Collated Trimmed to size Wire- Bound</p> <p>Dispatch: Wrap in brown paper</p>	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
16.	A4 Guideline for the Prevention of Mother and Child transmission of Comm. I infections	<p>Size: Cover and text full colour and varnish</p> <p>Pre-press: 8xA2 Positive (ea) (Folder) 44 XA2 Positive (ea) (Text)</p> <p>Printing & Paper: Folder</p> <p>Printed 4 Process colours both sides on HI-Q Titan (Gloss), 250g/m2, White</p> <p>Text(x11)</p> <p>Printed 4 Process colours both sides on HI-Q Titan (Gloss) 128g/m2, White</p> <p>Finishing: Scored Folding Trimmed to size</p> <p>UV Varnished 1 side only Collated</p>	EACH			
17.	A4 Mom Connect Registers	<p>Size: Cover Full colour, text black only</p> <p>Pre-press: A4xa2 Positive (ea) (Text)</p> <p>Printing & Paper: Cover</p> <p>Printed Process colours front only on HI-Q Titan (Gloss), 300g/m2, White</p> <p>Finishing: Collated Quarter bound with writing shield Trimmed to size</p> <p>Dispatch: Boxed A4</p>	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
18.	Paediatric Ward Registers	<p>Size: A3 Land scape Printed Black</p> <p>Pre-press: Design(hr./s) A4 Colour Proof (ea.) Printing & paper: Cover Printed4 Process colours front only on HI-Q Titan (Gloss) 300g/m2, White Text(x100)</p> <p>Printed Process Black both sides on HI-Q Titan(Matt), 100g/m2White Finishing: Collated Quarter bound with writing shield Trimmed size Dispatch: Boxed A4</p>	EACH			
19.	Condom Distribution Register A4 NCR Duplicate Books	<p>Size: 210x 297 mm including binding margin-Landscape (bound at head)</p> <p>(2 pats;100 sets per book)</p> <p>Both parts printed black one side only (Common plate) on NCR CB White/CF White Numbered both parts Top sheet perforated along LHS and the copy is fast</p> <p>Printing: Printed front cover in full colour one side only on275gsm Vulkraft (White front and Brown Back)</p> <p>Gloss laminate front cover sheet one side only Quarter bind along 297mm (TOP) with printed front cover, hard 600 mic back cover and a wraparound writing shield and Red cloth spine.</p>	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
20.	A4 Training Guide(92 pp) Wiro	A4 Training Guide(92 pp) Wiro Size: A4 297x210mm Portrait 92 pages (46 leaves) text printed full colour on 150gsm Matt Art. Cut, Collate and White wiro bind along 297mm edge with printed 300gsm Frosted Priplak Opaline Natural as front and back cover page	EACH			
21.	HPV Girl Cards	Size: 142x300mm fold to 142x100mm Printed in full colour both sides on 300gsm Matt art Crease, trim and fold twice to size.	EACH			
22.	HPV A1 Posters	Size: 841x594mm (130gsm Gloss Art) Printed in full colour one side only on 130gsm Gloss Art. Trim to size	EACH			
23.	HPV Register NCR	Books (4 parts) Size: 210x297 mm land scape (Bind at left) 20 sets x4 parts per book printed in black one side only(each plate different) Material: NCR CB White/ CFB Tint X2 and CF Tint	EACH			
24.	TB Treatment Record	Size: 210mm x 297mm, 8 pages	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
		Black only Double Sided on Bond White 80gsm – matt Cover: Black only Double Sided on Tokai Tint Blue 220gsm – matt : Black only, Collating Binding: saddle stitch				
25.	TB Drug Resistant Register	Size: 210mm x 297mm, 32 pages including cover Cover : Full colour book Pages : Black only Double Sided on Bond White 80 gsm – matt Cover : Full Colour Double Sided on Hi Q Titan White 300gsm – matt Finishing : Collating Binding : Saddle stitch	EACH			
26.	TB Treatment Card Brochures & Booklets	Size: 148.5mm x 210mm 2 spread black only double sided on Tokoi Tint Green 220gsm matt Finishing: Black Only ,Scoring	EACH			
27.	TB Identification Register	Size : 210 x 297mm 44 Pages including Cover Pages : Black only double sided on Bond White 80gsm – matt Cover : Full Double Sided om Hi Q Titan White 300 gsm –matt Finishing : Collating Binding : Saddle stitch	EACH			
28.	A4 Facilitator Guide (70pp) Wiro	Size: A4 297 X 210 mm Potrait 70pages (35 leaves) text printed full colour on 150 gsm Matt Art. Cut collate and white wirow bind along 297 mm edge with unprinted 300 gsm Frosted Priplak Opaline Natural as	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
		front and back cover pages. Print ready PDF supplied				
29.	Maternity Case Record	Size: 210mm x 297mm A4 Booklet Full colour Books 64 pages including cover Pages: Double Sided on Brilliant White 250gsm –gloss Finishing: Collating, Perforating Binding: saddle stitch Print ready PDF Artwork to be supplied	EACH			
30.	Patient Treatment cards	Size : A4 Tokai Jade Green, Black sided 1 x A2 Positive Printing & paper : cards printed process Black front only on Tokai Board, 240g/m2, Jade green Finishing : Trimmed to size Dispatched : Boxed	EACH			
31.	AGL – SOP Booklet	Size : A5 Portrait 106pp+4pp Cover Cover : 250gsm Gloss Printed full colour, double sided Matt OPP/Laminated on the outside only Inserts: 130gsm Gloss Printed full colour, double sided Finishing: White wire bind on 210mm side	EACH			
32.	AGL Flip File	Paper : 200gsm Number of pages: 162 pages Binding: White wire binding on the long end Front and Back: Cover frosted front, white backing board and white/ grey stand	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
33.	AGL Patient Adherence Plan	<p>Paper: 150gsm</p> <p>Number of pages: 100 leafs per book</p> <p>Binding: A4 book binding (top) duplicate carbonised (w/w), 100 leafs per book, top page perforated.</p> <p>Green spine, 1 to view numbering at the top above Name and Surname, 1 spot green 355U and black</p> <p>Cover: Front and back cover 300gm Gloss</p> <p>Artwork: Changes to supplied artwork, converting CMYK to pantone and grayscale on the logo plus proofing</p>	EACH			
34.	Full colour book	500x books 210x297mm 426 pages (including cover if applicable) double sided on Brilliant White 135gsm, plus cover on Brilliant White 250gsm, perfect bound – Gloss pages and Gloss Cover	EACH			
35.	Full colour Book	150 x books 210 x 297mm 598 pages (including cover if applicable) double sided on bond White 80gsm , plus cover on brilliant White 300gsm, perfect bound- no input pages and Gloss cover	EACH			
36.	Full Colour Books	Size : 75 x books 210 x 173 pages (including cover if applicable) on Bond White 80gsm, plus cover on Brilliant White 300gsm, perfect bound – no input pages and Gloss cover	EACH			
37.	Full Colour Books	Size : 150x books 201 x 297mm 594 pages(Including cover if applicable) double sided on Bond White 80gsm, plus cover on Brilliant White 300gsm, perfect bound – no input pages and Gloss cover	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
38.	Training Manual	Size ; A4 Colour Proof (ea.) 443 pages Black printing only with Treeline File Pre-press : Design (hr/s) Printing & paper : Text Printed Process Black both sides on Sun Bond, 80g, White	EACH			
39.	Full colour Book	150 x books 210 x 297mm 598 pages (including cover if applicable) double sided on bond White 80gsm , plus cover on brilliant White 300gsm, perfect bound- no input pages and Gloss cover	EACH			
40.	Folded WHO Clinical Staging	Size : A3 Black printing Single sided Pre-press : 1XA2 Positive (ea.) (WHO) Printing : WHO Printed Process Black front only on Sun Bond, 80g/m2, White Finishing : Trimmed to size Folding Dispatch : Boved	EACH			
41.	Full Colour Book	Size : 75 x books 210 x 297mm 373 pages (Including cover if applicable) double sided on Bond White 80gsm, plus cover on Brilliant White 300gsm, perfect bound – no input pages and Gloss cover	EACH			
42.	Books & Pads	Size : 100 A4 Book binding, Triplicate (White, Blue, Yellow), 100 pages numbered, perforate, Black only single side.	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
43.	Sheet work	Size : 700x sheet work 210 x 297 mm a spreads single sided on Camelot Cartridge White 105gsm – Matt	EACH			
44.	Full Colour Book	Size : 75 x books 210 x 297mm 373 pages (Including cover if applicable) double sided on Bond White 80gsm, plus cover on Brilliant White 300gsm, perfect bound – no input pages and Gloss cover	EACH			
45.	Sheet work	Size : 1000 x sheet work 210 x 297mm 1 spreads single sided on Brilliant White 300gsm – Gloss	EACH			
46.	Patient Details	Size : A3 Fold to A4 Black Printing double sided Pre – press1 xA2 Positive (ea.) Printing & paper : Card Printed Process Black both sides on Eltoro Board, 200g/m2, White Finishing : Scored Trimmed to size Dispatch : Boxed	EACH			
47.	Sheet work	Size : 300 x sheet work 210 x 297 mm 1 spreads single sided on Camelot Cartridge White 105gsm	EACH			
48.	Sheet work	Sheet work 10000 x sheet work 90 x 50 mm 1 spreads single sided on Brilliant White 350gsm - Gloss	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
49.	SP1 Book	Size : (A5 size, Landscape, duplicate thinner pages with 50 white tear off pages and 50 blue remaining copies, 100 pages per book.) Provincial Logo with VERSION 2020. Numbering per page: SP1 00001 –SP1 00050. Blue Thick Cover Page	EACH			
50.	SP2 Books	Size : (A4 size, Landscape, duplicate thinner pages with 50 white tear off pages and 50 blue remaining copy, 100 pages per book) National Logo with VERSION 2020. Numbering per page: SP2 00001 –SP2 00050. Green Thick Cover Page with Fold Back to press on	EACH			
51.	Case Investigation Forms	Size : (A4 Portrait triplicates pages, 66 original white tear off pages, 66 light blue tear off pages and 66 light pink non tear off, 198 pages per book) National Logo with VERSION 2020 Numbering: CI 00001 – CI 00066, Orange Thick Cover Page with Fold Back to press on	EACH			
52.	Active Case Dictation Registry Forms	(A4 Portrait triplicates pages, 66 original white tear off pages, 66 light blue tear off pages and 66 light pink non tear off, 198 pages per book) National Logo with VERSION 2020 Numbering: ACD REGISTRY FORM 00001 – ACD REGISTRY FORM 00066, Light Red Thick Cover Page with Fold Back to press on	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
53.	Active Case Dictation Notification Form	Size : A4 Portrait triplicates pages, 66 original white tear off pages, 66 light blue tear off pages and 66 light pink non tear off, 198 pages per book) National Logo with VERSION 2020 Numbering: ACD NOTIFICATION FORM 00001 – ACD NOTIFICATION FORM 00066, Light Brown Thick Cover Page with Fold Back to press on	EACH			
54.	Case Follow-Up Forms	Size: (A4 size, Landscape, duplicate thinner pages with 50 white tear off pages and 50 blue remaining copies, 100 pages per book.) National Logo with VERSION 2020. Numbering per page: CASE FOLLOW UP 00001 – CASE FOLLOW UP 00050. Light Purple Thick Cover with Fold Back to press on	EACH			
55.	IR01 Cone Bioassay Books	Size: (A4 size, Portrait, duplicate thinner pages with 25 white tear off pages and 25 blue remaining copies, 50 pages per book.) National Logo with VERSION 2020. Numbering per page: IR01 CONE BIOASSAY 00001 –IR01 CONE BIOASSAY 00050. White Thick Cover Page with Fold Back to press on.	EACH			
56.	IR02 Insecticides Susceptibility Book	Size: (A4 size, Portrait, duplicate thinner pages with 50 white tear off pages and 50 blue remaining copies, 100 pages per book.) National Logo with VERSION 2020. Numbering per page: IR02 INSECTICIDES SUSCEPTIBILITY 00001 – IR02 INSECTICIDES SUSCEPTIBILITY 00050. Turquoise Thick Cover Page with Fold Back to press on.	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
57.	LM01 Larval Surveillance Book	Size : (A4 Landscape triplicates pages, 66 original white tear off pages, 66 light blue tear off pages and 66 light pink non tear off, 198 pages per book) National Logo with VERSION 2020 Numbering LM01 LARVAL SURVEILLANCE 00001 – LM01 LARVAL SURVEILLANCE 00066, light Pink Thick Cover Page with Fold Back to press on	EACH			
58.	VS02 Vector Surveillance Books	(A4 Landscape triplicates pages, 66 original white tear off pages, 66 light blue tear off pages and 66 light pink non tear off, 198 pages per book) National Logo with VERSION 2020 Numbering VS02 VECTOR SURVEILLANCE 00001 – VS02 VECTOR SURVEILLANCE 00066, Maroon Thick Cover Page with Fold Back to press on	EACH			
59.	Post Mortem File	Size : 320mm(W0) x225mm(H) Half-moon size shape circle with size 80mm (W) X30mm(Centre Point) situated in the centre of the file on the open end Colour : Brown (Envelope colour) Flexible brown paper but durable, thickness 1mm File closed on both short sides and bottom long side and open on the top side. Printing ; Black and bold in Arial font	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
60.	Occurrence Book	Size : book type with 350 pages printed back to back Each page need a line on the top to write the day and the date Each page have 29 lines One line for description Cover : Hard cardboard cover Black printed in bold in font(Occurance Book)	EACH			
61.	Visitors Register: Government Mortuary	Size : 290mm x 205mm Cover : hard cover to protect pages Printed in black Arial bold font (Visitors Register) 93 back to back 17 rows	EACH			
62.	DOH(1) Death Register	Size : A3 Hard Cover Register Provision for 1 up to 200 entries for registering of bodies received Each page consists of 41 rows(lines) and one to be set for headings After each 8 lines a bold line need to be drawn to clearly divide entries per body Each page need five(5) spaces of 8 lines each to enter the data of the deceased One page need to have seven (7) Colum's and the second page need ten(10) Colum's in total each double page to have 16 Colum's	EACH			
63.	DOH (1) Forensic Pathology Services Disposal Register	Size : A3 Hard Cover Register Provision for 1 up to 200 entries for registering of bodies received Each page consists of 41 rows(lines) and one to be set for headings	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
		After each 8 lines a bold line need to be drawn to clearly divide entries per body Each page need five(5) spaces of eight (8) lines each to enter the data of the deceased One page need to have eight (8) Colum's and the second page need ten(10) Colum's in total each double page to have twenty (20) Colum's				
64.	Attendance Register	Size : A4 Size Land Scape Printed register Cover : Soft Cover 33 rows, 9 Colum's	EACH			
65.	History Specimens Register	Size : 290mm x205mm Cover : Hard cover register Black printed in Arial bold font(visitors Book) 93 back to back printed pages	EACH			
66.	Requisition for Controlled Ward Stock. HW 70/1	Size: A4 portrait Carbonated Perforated Pages: 98 White pages Thin Ink Black	EACH			
67.	Casualty register	A3 Size Number of pages 100. Must have the departmental log Printed on both pages. Black ink. Have strong cover	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
68.	Out patient register	A3 SIZE Pages 100 Printed on both sides of the page. Departmental logo on the front page.	EACH			
69.	Theatre Operating record	Size A3 Printed on both sides of the pages.	EACH			
70.	Works order books	Size A5 50 leaves in duplicate Text-53gsm Finishing perforated numbers. White paper number red	EACH			
71.	Requisition for Pharmaceutical record	A4 size Self-duplicated. Number of pages 100 Ink black Pages white Must have departmental logo	EACH			
72.	Prescription record	A4 paper size Printed in black packaging of 1x500	PACK			
73.	Nursing care plan	A 4paper size Printed in black ink Packaging of 100x5	PACK			
74.	Observation chart	A4 Paper size Printed in black ink Packaging of 100x5	PACK			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
75.	Diet summary	Size A5 Pages 150 pages. Self-carbonated Must have a strong cover. Finishing fb cutting grip Black ink Must have the departmental log	EACH			
76.	Theatre register	Size A3 100 Pages Printed on both side Blank ink. With the departmental logo on the cover. Cover should be hard cover. Should have the Anaesthetic, Anaesthetist surgeon space	EACH			
77.	Road to Health Card	Size 15x10 cm Pages- 55 pages Must have the child name, date of birth, and gender	EACH			
78.	TB register	Size 21cmx30 cm 50 pages Printed in black ink Should have the address of the patient File number, address of the patient and include diagnose of the patient Must have the departmental logo	EACH			
79.	TB treatment record	A4 size. Hardcover blue in colour with departmental logo on the front Number of pages 10	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
80.	Adult Male Patient Health Record Primary Health Care	Size 27.5x20.7 64 pages White and Blue gloss outside. Printed both side of pages in black Print in black.	EACH			
81.	Child Patient Health Record Primary Health Care Birth to 15 Years.	Size 27.5x20.7 64 pages White gloss outside. Printed both side of pages in black	EACH			
82.	Maternity Case Record	Size: 29.8X21.1 Outside Gloss White. 70 pages Printed pages in black Some perforated pages	EACH			
83.	Cold Chain and Immunisation Operations manual 2015	Size: 29.2X 20.8 Pages: 98 Outside Gloss Pages Gloss Printed pages in black with colourful graphs. Printed on both sides Spring Binded	EACH			
84.	Daily Reception Headcount Register Version 1.0 of 2017.	Size: A3. Pages: 300 Outside Gloss Printed on both sides Printed pages in black	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
85.	Paediatric and Adolescent (Birth – 15 Years) Patient File.	Size 30x21 44 pages White gloss outside. Printed both side of pages Two coloured graphs Print in black	EACH			
86.	Women's health card	Size A4. Card material. Colour White. Printed both sides. Printed Black	EACH			
87.	Patient Clothing Register HW 2/1	Size A4 : Portrait Pages Carbonated Perforated Thin paper Pink, Blue, Green and White Patient 4 pages Pages: 196.	EACH			
88.	Birth Register Labour ward	Size: A3. landscape Pages: 200 Cover: Gloss Brown Colour: Ink Black White Pages	EACH			
89.	ART Clinical Continuation Sheet. Stationary	Size: A3. landscape Pages: 1 Cover: None Colour Ink: Black White Pages	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
90.	ART Clinical Patient Information Card	Size: A3. Landscape Folded White Card Pages: 1 Colour Ink: Black White Pages	EACH			
91.	CMDD Treatment Collection Card	Size: (Postcard) 14.5 x 10 White Card Fold in middle Printed Both sides Colour Ink: Black	EACH			
92.	Patient Treatment Card - TB	Size: (Postcard) 14.5 x 21 Green Card Fold in middle Printed Both sides. Colour Ink: Black	EACH			
93.	Patient Clinic / Hospital Card GW 20/12 - TB	Size: A3 Blue Card Fold in middle Printed both sides. Colour Ink: Black	EACH			
94.	Drug-resistant TB Treatment record for adults	Size: A4 Yellow card cover Pages: Colour Ink: Black White pages Pages: 40	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
95.	Drug Resistant TB register.	Size A4; Landscape Cover Gloss. Printed both sides. White Pages. Ink: Black Pages: 28	EACH			
96.	TB Identification Register 2020 Version	Size: A4 Yellow Cover. White Pages. Printed both sides. Ink: Black Pages 40.	EACH			
97.	Patient Identity Card - TB	A4 Folded in 3. Hard Cover. Printed Both sides 2 Folding lines White Ink: Black	EACH			
98.	Drug Resistant TB Record for Children and Adolescent. Patient File	Size: A4 White Cover. White Pages. Printed both sides. Ink: Black Pages 40.	EACH			
99.	Referral Form for patient. HO 203	Size: A4 Portrait. Carbonated Pages: 3 Blue and pink pages Black Ink.	EACH			

ITEM NO.	ITEM DESCRIPTION	DETAILED ITEM DESCRIPTION	UNIT OF MEASURE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
100.	EPOC Card: Essential Package of Care	Size: A4 Card Light Blue Printed both sides. Ink: Black	EACH			
101.	Operation Theatre record HW 41/1	Size: 8 X 6 cm Brown Cover Carbonated Black Ink Thin paper	EACH			
102.	Death Report Book TPH 135	Size: 5.5 X 8.3 cm Brown Cover Carbonated Black Ink Thin paper	EACH			
103.	Linkage to care Adherence Guidelines Procedure for HIV, TB and NCDs: Training Course for health Workers. Training Curriculum	Size: A4 Landscape Training manual Black Ink White paper Spring Binded	EACH			
TOTALS FOR EACH YEAR				R	R	R
GRAND TOTAL (SUM OF ALL THE SUBTOTALS FOR 3 YEARS)						

NB: ANY ADDITIONAL OR OMITTED RELATED ITEM FROM THE ABOVE PRICING SCHEDULE, THE SERVICE PROVIDER SHALL BE REQUESTED TO PRODUCE THREE MARKET RELATED QUOTATIONS FOR APPROVAL AT A SERVICE FEE OF NOT MORE THAN 20% OF THE ACTUAL COST

**Application for a Tax Clearance Certificate****Purpose**Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)Tender number Estimated Tender amount R Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent **Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer **Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

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 a price quotation, advertised competitive bid, limited bid or proposal). 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):

2.4 Company Registration Number:

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 attached 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

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

YES/NO

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
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YES/NO

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
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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 IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 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
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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

P_s = Points scored for price of bid under consideration

P_t = 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 of 10 or 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

Designated Group: An EME or QSE which is at 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 CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract 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.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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

Js365bW

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 consortium⁹ 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.

⁹ 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

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.

TABLE OF CLAUSES

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2. Application
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10. Delivery and documents
11. Insurance
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts
 - 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

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

Js General Conditions of Contract (revised July 2010)