

PRICING SCHEDULE– FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICE WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECTED TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:.....	Bid Number: DOH (FS)07/2022/2023
Closing Time: 11H00	Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
111	as required	Description: Water bottle sport	
		SPECIFICATIONS	R _____ per pack of 50 units
		<ul style="list-style-type: none"> • Size: Material: plastic, Size: 6.4cm x 23cm, capacity: 500ml, Branding: Department's logo, colour: navy/white or green • Design: 3 colour proofs electronic • Branding: Branding option: screen print, digital direct transfer • Print: full colour, sublimation print • Packaging: Per box 	
		See annexure C for picture	

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:	At various institutions
At:	
Brand and model:	_____
Country of origin:	_____
Does offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
Delivery	As per special conditions of contract
Delivery basis	_____

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

**** "All applicable taxes" included value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies**

- Delete if not applicable

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ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
112	as required	Description: Branded foldable camp table	R _____ per unit
		SPECIFICATIONS	
		<ul style="list-style-type: none"> Size: Steady lock, prevents falling. Vanilla white top, tough and stain free, corrosion resistant, powder coated high grade steel, grey fold-away legs. Heavy duty blow-molded polyethylene table top (HDPE). Easy stored by fold-in half with plastic carry handle. Stronger than wood and lighter than steel. Powder-coated steel frame. Suitable for use indoors and outdoors. Easy to clean. Specification: Item dimension: 180cm x 74cm x 74cm. Box dimensions: 92cm x 75cm x 8cm. material: Plastic and steel. Colour: White. Product weight: 4kg. Product dimensions 74cm (L) x 180cm (W) x 74cm (H). Shipping weight 14 kg, Shipping dimensions 8CM (L) x 92cm (W) x 75cm (H) Design: 3 colour proofs electronic Branding: Full colour printed logo with text on flat surface with vinyl sticker Print: Full colour, navy or black unit Packaging: Per unit 	
		See annexure C for picture	

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At:	
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ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
113	as required	Description: Branded conference bag	R _____ per unit
		SPECIFICATIONS	
		<ul style="list-style-type: none"> • Size: Main zip padded compartment, front pouch, carry handle, adjustable shoulder strap, product dimensions: 40cm (W) x 35cm (H) x 5cm (D) • Design: 3 colour proofs electronic • Branding: Full colour printed logo with text • Print: Full colour, navy or black unit • Packaging: Per unit 	
		See annexure C for picture	

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Brand and model:	_____
Country of origin:	_____
Does offer comply with specifications?	* YES / NO
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ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
114	as required	Description: Branded lunch box cooler bag	R _____ per unit
		SPECIFICATIONS	
		<ul style="list-style-type: none"> • Size: 6 can PVC cooler with shoulder strap • Design: 3 colour proofs electronic • Branding: Full colour printed logo with text • Print: Full colour, navy or black unit • Packaging: Per unit 	
		See annexure C for picture	

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Required by: _____ At various institutions

At: _____

Brand and model: _____

Country of origin: _____

Does offer comply with specifications? * YES / NO

If not to specifications, indicate deviation(s) _____

Period required for delivery _____

Delivery _____ As per special conditions of contract

Delivery basis _____

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ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
115	as required	Description: Branded ball pen and roller ball set	R _____ per unit
		SPECIFICATIONS	
		<ul style="list-style-type: none"> Size: Ballpoint: barrel metal with gloss lacquer and chrome coating, trims: chrome AV jumbo refill with black German ink, minimum 3000meters writing distance, roller ball: barrel, metal with gloss lacquer and chrome coating, trims: chrome, AV easy flow roller ball refill with black German minimum 400meterswriting distance, Presentation box 18cm (L) x 6.1cm x 3.8 (H) Design: 3 colour proofs electronic Branding: Full colour printed logo / text on side Print: one colour Packaging: per unit: 	
		See annexure C for picture	

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At:	
Brand and model:	_____
Country of origin:	_____
Does offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
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ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
I16	as required	Description: Standard corporate flag	R _____ per unit
		SPECIFICATIONS	
		<ul style="list-style-type: none"> • Size: Screen printed (max. 6 colours) onto bunting or digitally printed onto Ultra sheen, rope and toggle included, assembled: 2.25m x 2.25m • Design: 3 colour proofs electronic • Branding: Full colour printed logo / text on side • Print: one colour • Packaging: per unit 	
		See annexure C for picture	

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At:	
Brand and model:	_____
Country of origin:	_____
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If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
Delivery	As per special conditions of contract
Delivery basis	_____

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

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ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
117	as required	Description: 4-pocket literature rack branded	R _____ per unit
SPECIFICATIONS			
<ul style="list-style-type: none"> • Size: 4-pocket literature rack/wall mounting display for 8.5cm x 11cm, mounting material included • Design: 3 colour proofs electronic • Branding: Full colour printed logo / text on side • Print: one colour • Packaging: per unit 			
See annexure C for picture			

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

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At:	
Brand and model:	_____
Country of origin:	_____
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If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
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ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
118	as required	Description: Ball point pen SPECIFICATIONS <ul style="list-style-type: none"> • Size: Plastic Retractable Ball Pen 0.5mm • Design: 3 color proofs electronic • Branding: Branding Option: Screen Print, Digital Direct Transfer • Print: one colour • Packaging: per box See annexure C for picture	R _____ per pack of 50 pens

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At:	
Brand and model:	_____
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Period required for delivery	_____
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ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
I19	as required	Description: Annual report SPECIFICATIONS <ul style="list-style-type: none"> • Design and layout of annual report per financial year • Report will consist of ±450 pages inclusive of the front and back cover • Size: A4 (210mm x 297mm) • Open file format • Cover pages: 250gram gloss printed in full colour • Inside pages of report: 80gram normal writable paper printed in full colour: • Binding: Binding must be perfect and reinforced • Printed: side-by-side • Page dividers: Page dividers between some pages - ±5 • Printing of cover: Printing of front cover page in corporate branding with Department of Health's logo • Item I19, I20 and I21 will be considered as a series 	R _____ per book

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by: At various institutions

At:

Brand and model:

Country of origin:

Does offer comply with specifications?

* YES / NO

If not to specifications, indicate deviation(s)

Period required for delivery

Delivery

As per special conditions of contract

Delivery basis

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ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
I20	as required	Description: Writable CD's with annual report SPECIFICATIONS: <ul style="list-style-type: none"> CD must be branded with the Department of Health logo Must also be labelled with the words "Annual report" and the year of the report Annual report must be saved on CD Item I19, I20 and I21 will be considered as a series 	R _____ per CD

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by: _____ At various institutions

At: _____

Brand and model: _____

Country of origin: _____

Does offer comply with specifications? * YES / NO

If not to specifications, indicate deviation(s) _____

Period required for delivery _____

Delivery _____ As per special conditions of contract

Delivery basis _____

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

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ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
I21	as required	Description: Memory stick with annual report SPECIFICATIONS: <ul style="list-style-type: none"> Memory stick must be branded with the Department of Health logo Must also be labelled with the words "Annual report" and the year of the report Annual report must be saved on Memory stick Size of Memory stick: 16GB Item I19, I20 and I21 will be considered as a series 	R _____ per memory stick

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by: _____ At various institutions

At: _____

Brand and model: _____

Country of origin: _____

Does offer comply with specifications? * YES / NO

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Period required for delivery _____

Delivery _____ As per special conditions of contract

Delivery basis _____

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- Delete if not applicable

SECTION J: **INFORMATION, EDUCATION AND** **COMMUNICATION (IEC) MATERIAL**

The following information and education and communication material are in this section:

- Flyers
- Posters
- Brochures
- Books
- Presentation folders
- 6-panel baseball cap
- Ruler
- South African flag
- Pull-up banner
- Umbrella
- Teardrop banner
- Gazebo
- Aluminium clip frames
- Shark fin banner
- Key rings
- Folding camping chair
- Shopping bag branded
- Conference lynard with plastic pouch
- Annual Performance Plan (Book format)
- Annual Performance Plan (Writable CD)
- Annual Performance Plan (Memory stick)

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ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J1	as required	Description: Flyers	R _____ per 500 flyers
		SPECIFICATIONS	
		<ul style="list-style-type: none"> • Size: A5 • Format: Double sided gloss matt • Paper: 128grams • Cover: Black and white • Packaging: Shrink-wrapped in 100 • Design: Black and white design, submit three colour proofs, electronic • Binding: None • Print: Double sided 	

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by: At various institutions

At:

Brand and model:

Country of origin:

Does offer comply with specifications? * YES / NO

If not to specifications, indicate deviation(s)

Period required for delivery

Delivery

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Delivery basis

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ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J2	as required	Description: Posters	R _____ per 500 posters
		SPECIFICATIONS	
		<ul style="list-style-type: none"> • Size: A2 • Format: Single poster • Paper: 220grams gloss • Cover: Full colour • Packaging: 50 posters per pack, brown paper wrap • Design: Full colour design, submit three colour proofs, electronic. Two languages • Binding: None • Print: Double side 	

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by: At various institutions

At:

Brand and model: _____

Country of origin: _____

Does offer comply with specifications? * YES / NO

If not to specifications, indicate deviation(s) _____

Period required for delivery _____

Delivery As per special conditions of contract

Delivery basis _____

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ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J3	as required	Description: Brochures	
		SPECIFICATIONS	R _____ per 500 brochures
		<ul style="list-style-type: none"> • Size: A4 • Format: Z-Fold • Paper: 135grams gloss • Cover: Full colour • Packaging: 100 brochures, shrink-wrapped • Design: Full colour design, submit three colour proofs, electronic. • Binding: Folding • Print: Both sides 	

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by: At various institutions

At:

Brand and model:

Country of origin:

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Period required for delivery

Delivery

As per special conditions of contract

Delivery basis

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ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J4	as required	Description: Books	R _____ per 50 books
		SPECIFICATIONS	
		<ul style="list-style-type: none"> • Size: A4 • Format: 450 pages • Paper inside: 128grams mongani gloss • Paper outside: 200grams • Cover: Full colour • Packaging: 10 books shrink-wrapped • Design: Full colour design, submit three colour proofs, electronic. • Binding: Perfect bound • Print: Double sided 	

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by: At various institutions

At:

Brand and model:

Country of origin:

Does offer comply with specifications? * YES / NO

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ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J5	as required	Description: Presentation folders	R _____ per pack of 50
		SPECIFICATIONS	
		<ul style="list-style-type: none"> • Size: 510mm x 451mm, contour 229mm x 317mm, score line, die line • Format: Folder • Paper: 300grams gloss • Cover: full colour cover folder • Packaging: 50 per pack, shrink-wrapped • Design: Full colour design • Binding: Folded • Print: Double sided 	

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by: _____ At various institutions

At: _____

Brand and model: _____

Country of origin: _____

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Name of Bidder:.....	Bid Number: DOH (FS)07/2022/2023
Closing Time: 11H00	Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J6	as required	Description: 6-panel baseball cap	
		SPECIFICATIONS	R _____ per pack of 100 and per colour
		<ul style="list-style-type: none"> • Size: One size fit all (Adjustable strap) Heavy brushed cotton • Format: 6-panel brush cotton, pre-curved peak, velcro back strap, 4 rows stitched sweatband embroidered eyelets • Colour: Colours to be negotiated with supplier upon order • Packaging: 100 per pack • Design: Full colour • Print: Full colour 	

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:	At various institutions
At:	
Brand and model:	_____
Country of origin:	_____
Does offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
Delivery	As per special conditions of contract
Delivery basis	_____

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

**** "All applicable taxes" included value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies**

- Delete if not applicable

PRICING SCHEDULE- FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICE WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECTED TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:.....	Bid Number: DOH (FS)07/2022/2023
Closing Time: 11H00	Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J7	as required	Description: Rulers	R _____ per pack of 200
		SPECIFICATIONS	
		<ul style="list-style-type: none"> • Size: 15cm ruler, plastic, shatter resistant • Format: School ruler, recycle material • Specification: measurement range: 15cm (150mm), thickness 1mm, colour: clear, plastic ruler size: 155mm x 26mm (L x W). dual side measuring ruler, centimeters scale in one edge of the plastic ruler and millimeter scale on the other edge. The plastic straight ruler is made of good quality plastic, durable and sturdy, a clear view of numbers and letters on the page. • Cover: Clear • Packaging: 200 per pack • Design: "Free state Department of Health" written in navy • Print: One colour print of text 	

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:	At various institutions
At:	
Brand and model:	_____
Country of origin:	_____
Does offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
Delivery	As per special conditions of contract
Delivery basis	_____

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

**** "All applicable taxes" included value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies**

- Delete if not applicable

PRICING SCHEDULE– FIRM PRICES (PURCHASES)

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IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:..... Bid Number: DOH (FS)07/2022/2023

Closing Time: 11H00

Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J8	as required	Description: South African Flag SPECIFICATIONS National flag of the Republic of South Africa Ready for hanging. Fabric: Bunting, Size: 180cm x 120cm. manufactured in South Africa in accordance with National Treasury and the Department of Trade and Industry (DTI) minimum thresholds for local production and content for textiles, clothing, leather and footwear sector. Important note: textiles are subjected to 100 local content requirements. If the flag offered in response to this bid are manufactured from material that is NOT classified in terms of the provisions governing the textile, clothing, leather and footwear sector suppliers must clearly indicate that in their bid submission and state that it is not subject to local content requirements and also indicate what the material is made of for further verification purposes. In such cases it is advisable to do so in consultation with the DTI and to submit acknowledgement from the DTI in support of any such claims. Material/fabric and finish: Bunting material used in manufacturing of outdoor flags, rope and toggle, ready for hanging. Fabric must be cleanable, preferably washable (please include method of cleaning in proposal). Printing: Single-sided print, screen printing, colours of the national flag. Textile colours: Green – CKS 42 c Spectrum green, Black – CKS 401 c. Blue black white - CKS 701 c National flag white, Gold CKS 724 c yellow 2. Red – CKS 750 c Chilli red. Blue CKS 762 c National flag blue. <i>Approximate Pantone equivalents</i> Green – 3415 c, Gold 1235 c, Red 179 c, Blue reflex blue c Packaging: individually wrapped	R _____ per pack

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:

At various institutions

At:

Brand and model:

Country of origin:

Does offer comply with specifications?

* YES / NO

If not to specifications, indicate deviation(s)

Period required for delivery

Delivery

As per special conditions of contract

Delivery basis

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

**** "All applicable taxes" included value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies**

- Delete if not applicable

PRICING SCHEDULE– FIRM PRICES (PURCHASES)

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IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:.....	Bid Number: DOH (FS)07/2022/2023
Closing Time: 11H00	Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J9	as required	Description: Pull-up banner	R _____ per 2 units
		SPECIFICATIONS	
		<ul style="list-style-type: none"> • Size: 0.8m x 2m / 90cm x 10cm x 10cm • Weight: 2kg • Design: Full colour, printed on a non-curl vinyl • Base: Heavy duty, retractable, black • Packaging: Padded carry bag in cardboard box • Print: Full colour, latex ink, high resolution quality, water and oil resistant, smooth, what and clean surface • Warranty: 5 years on hardware, ink: up to 24 months, care instructions, warning sticker on base of banner 	
		See annexure C for picture	

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:	At various institutions
At:	
Brand and model:	_____
Country of origin:	_____
Does offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
Delivery	As per special conditions of contract
Delivery basis	_____

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

**** "All applicable taxes" included value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies**

- Delete if not applicable

PRICING SCHEDULE– FIRM PRICES (PURCHASES)

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IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:.....	Bid Number: DOH (FS)07/2022/2023
Closing Time: 11H00	Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J10	as required	Description: Umbrella	R _____ per pack of 10
		SPECIFICATIONS	
		<ul style="list-style-type: none"> • Size: 23inch aluminum straight rain umbrella • Format: Branding squared • General: Auto-open, Pongee Material, brush, aluminum shaft (anodised) EVA sponge handle, super light and strong frame • Colour: Navy blue • Proof: 3 colour proof, electronic • Branding and design: White 	
		See annexure C for picture	

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:	At various institutions
At:	
Brand and model:	_____
Country of origin:	_____
Does offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
Delivery	As per special conditions of contract
Delivery basis	_____

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

**** "All applicable taxes" included value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies**

- Delete if not applicable

PRICING SCHEDULE– FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICE WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECTED TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:.....	Bid Number: DOH (FS)07/2022/2023
Closing Time: 11H00	Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J11	as required	Description: Teardrop banner	R _____ per banner set
		SPECIFICATIONS	
		<ul style="list-style-type: none"> • Size: 3m (1160mm x 3040mm) • Format: Lightweight, portable and easy to assemble 3m teardrop, bag, pegs, full colour print with pole and ground spike. Re-skinable • Packaging: Carry bag for easy transportation • Design: (non-fading), kit includes dye sublimated 144dpi full colour • Print: One sided mirror image on reverse • Proof: 3 colour proofs electronic 	
		See annexure C for picture	

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:	At various institutions
At:	
Brand and model:	_____
Country of origin:	_____
Does offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
Delivery	As per special conditions of contract
Delivery basis	_____

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

**** "All applicable taxes" included value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies**

- Delete if not applicable

PRICING SCHEDULE– FIRM PRICES (PURCHASES)

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IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:.....	Bid Number: DOH (FS)07/2022/2023
Closing Time: 11H00	Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J12	as required	Description: Gazebo	R _____ each
SPECIFICATIONS			
<ul style="list-style-type: none"> • Size: 2m x 2m • Material: Light weight 100% durable polyester double coated acrylic with 35% UV factor and must be waterproof • Frames: Aluminum • Description: Must have all 4 walls and ground sheet. The front wall must have zip for entry and one side zip window wall • Branding: full colour silk screen of departmental logo on the walls • Proofs: 3 colour proofs electronic 			

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:	At various institutions
At:	
Brand and model:	_____
Country of origin:	_____
Does offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
Delivery	As per special conditions of contract
Delivery basis	_____

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

** "All applicable taxes" included value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

- Delete if not applicable

PRICING SCHEDULE– FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICE WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECTED TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:.....	Bid Number: DOH (FS)07/2022/2023
Closing Time: 11H00	Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J13	as required	Description: Aluminium Clip frames	R _____ per set of 6
		SPECIFICATIONS	
		<ul style="list-style-type: none"> • Size: A3 quick poster replacement • Format: Snap-it open-close poster aluminum high quality frame 25mm mitred corners, silver, screws • Cover: Complete with Correx backing and non-reflective sheet, anti-glare, UV stable front panel with impact protection • Design: Single sided • Branded: Department logo, bottom left, • Print: Navy blue on frame at right bottom • Proofs: 3 colour proofs electronic 	
		See annexure C for picture	

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:	At various institutions
At:	
Brand and model:	_____
Country of origin:	_____
Does offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
Delivery	As per special conditions of contract
Delivery basis	_____

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

**** "All applicable taxes" included value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies**

- Delete if not applicable

PRICING SCHEDULE– FIRM PRICES (PURCHASES)

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IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:.....	Bid Number: DOH (FS)07/2022/2023
Closing Time: 11H00	Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J14	as required	Description: Shark fin banner	R _____ per unit
SPECIFICATIONS			
<ul style="list-style-type: none"> Size: Double sided shark fin banner (2m) with poles and ground spike, donut-shaped water bag for extra stability when using the x-base version in windy conditions. Aluminum poles and a chrome plated steel base, a fabric carry bag Design: 3 colour proofs electronic Print: full colour 			
See annexure C for picture			

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:	At various institutions
At:	
Brand and model:	_____
Country of origin:	_____
Does offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
Delivery	As per special conditions of contract
Delivery basis	_____

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

**** "All applicable taxes" included value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies**

- Delete if not applicable

PRICING SCHEDULE– FIRM PRICES (PURCHASES)

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IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:.....	Bid Number: DOH (FS)07/2022/2023
Closing Time: 11H00	Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J15	as required	Description: Key rings	
		SPECIFICATIONS	
		<ul style="list-style-type: none"> • Size: Acrylic plastic key ring, size: 5.5cm x 6 cm • Design: 3 colour proofs electronic • Branding: Full colour printed logo with text card • Print: Full colour • Packaging: Per box 	
		See annexure C for picture	
			R _____ per pack of 50 units

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:	At various institutions
At:	
Brand and model:	_____
Country of origin:	_____
Does offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
Delivery	As per special conditions of contract
Delivery basis	_____

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

**** "All applicable taxes" included value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies**

- Delete if not applicable

PRICING SCHEDULE- FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICE WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECTED TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:.....	Bid Number: DOH (FS)07/2022/2023
Closing Time: 11H00	Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J16	as required	Description: Folded camping chair	R _____ per unit
		SPECIFICATIONS	
		<ul style="list-style-type: none"> • Size: Dimension: 63cm (W) x 60cm (D) x 95cm (H). 120kg weight support. Roof 420D polyester with silver linen, carry bag • Design: 3 colour proofs electronic • Branding: Full colour printed logo with text • Print: Full colour, navy or black unit • Packaging: Per unit 	
		See annexure C for picture	

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:	At various institutions
At:	
Brand and model:	_____
Country of origin:	_____
Does offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
Delivery	As per special conditions of contract
Delivery basis	_____

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

**** "All applicable taxes" included value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies**

- Delete if not applicable

PRICING SCHEDULE– FIRM PRICES (PURCHASES)

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IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:.....	Bid Number: DOH (FS)07/2022/2023
Closing Time: 11H00	Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J17	as required	Description: Shopping bag branded	R _____ per pack of 100 units
		SPECIFICATIONS	
		<ul style="list-style-type: none"> • Size: Handled shopping bag, capacity 5kg, width: 21.5cm, height: 29cm • Design: 3 colour proofs electronic • Branding: Full colour printed logo / text • Print: one colour • Packaging: per unit 	
		See annexure C for picture	

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:	At various institutions
At:	
Brand and model:	_____
Country of origin:	_____
Does offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
Delivery	As per special conditions of contract
Delivery basis	_____

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

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- Delete if not applicable

PRICING SCHEDULE– FIRM PRICES (PURCHASES)

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IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:.....	Bid Number: DOH (FS)07/2022/2023
Closing Time: 11H00	Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J18	as required	Description: Conference lynard with plastic pouch	
		SPECIFICATIONS	R _____ per pack of 100 units
		<ul style="list-style-type: none"> • Size: Conference lynard with plastic pouch, portait, PVC, 14.3cm (L) x 10.5cm (W) • Design: 3 colour proofs electronic • Branding: Full colour printed logo / text on side • Print: one colour • Packaging: per unit: 	
		See annexure C for picture	

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by: _____ At various institutions

At: _____

Brand and model: _____

Country of origin: _____

Does offer comply with specifications? * YES / NO

If not to specifications, indicate deviation(s) _____

Period required for delivery _____

Delivery _____ As per special conditions of contract

Delivery basis _____

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

**** "All applicable taxes" included value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies**

- Delete if not applicable

PRICING SCHEDULE- FIRM PRICES (PURCHASES)

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IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:.....	Bid Number: DOH (FS)07/2022/2023
Closing Time: 11H00	Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J19	as required	Description: Annual Performance Plan SPECIFICATIONS <ul style="list-style-type: none"> • Design and layout of annual report per financial year • Report will consist of ±450 pages inclusive of the front and back cover • Size: A4 (210mm x 297mm) • Open file format • Cover pages: 250gram gloss printed in full colour • Inside pages of report: 80gram normal writable paper printed in full colour: • Binding: Binding must be perfect and reinforced • Printed: side-by-side • Page dividers: Page dividers between some pages - ±5 • Printing of cover: Printing of front cover page in corporate branding with Department of Health's logo • Item J19, J20 and J21 will be considered as a series 	R _____ per book

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:	At various institutions
At:	
Brand and model:	_____
Country of origin:	_____
Does offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
Delivery	As per special conditions of contract
Delivery basis	_____

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

**** "All applicable taxes" included value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies**

- Delete if not applicable

PRICING SCHEDULE– FIRM PRICES (PURCHASES)

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IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:.....	Bid Number: DOH (FS)07/2022/2023
Closing Time: 11H00	Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J20	as required	Description: Writable CD's with Annual Performance Plan SPECIFICATIONS: <ul style="list-style-type: none"> CD must be branded with the Department of Health logo Must also be labelled with the words "Annual Performance Plan" and the year of the report Annual Performance Plan must be saved on CD Item J19, J20 and J21 will be considered as a series 	R _____ per CD

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by:	At various institutions
At:	
Brand and model:	_____
Country of origin:	_____
Does offer comply with specifications?	* YES / NO
If not to specifications, indicate deviation(s)	_____
Period required for delivery	_____
Delivery	As per special conditions of contract
Delivery basis	_____

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

**** "All applicable taxes" included value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies**

- Delete if not applicable

PRICING SCHEDULE– FIRM PRICES (PURCHASES)

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IN CASE WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder:.....	Bid Number: DOH (FS)07/2022/2023
Closing Time: 11H00	Date: 02 September 2022

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
J21	as required	Description: Memory stick with annual Performance Plan SPECIFICATIONS: <ul style="list-style-type: none"> Memory stick must be branded with the Department of Health logo Must also be labelled with the words "Annual Performance Plan" and the year of the report Annual Performance Plan must be saved on Memory stick Size of Memory stick: 16GB Item J19, J20 and J21 will be considered as a series 	R _____ per memory stick

REQUIRED BY THE FREE STATE DEPARTMENT OF HEALTH

Required by: _____ At various institutions

At: _____

Brand and model: _____

Country of origin: _____

Does offer comply with specifications? * YES / NO

If not to specifications, indicate deviation(s) _____

Period required for delivery _____

Delivery _____ As per special conditions of contract

Delivery basis _____

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

**** "All applicable taxes" included value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies**

- Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index : CPI Dated: June 2022

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

SBD 3.2**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – SPECIALISED ENTITY -
GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none">(a) who are citizens of the Republic of South Africa by birth or descent; or(b) who became citizens of the Republic of South Africa by naturalisation-<ul style="list-style-type: none">i. before 27 April 1994; orii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none">(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;(b) Black people who are youth as defined in the National Youth Commission Act of 1996;(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;(d) Black people living in rural and under developed areas;(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue/Allocated Budget/Gross Receipts was R10,000,000.00 (Ten Million Rands) or less

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Beneficiaries	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none">(a) who are citizens of the Republic of South Africa by birth or descent; or(b) who became citizens of the Republic of South Africa by naturalisation-<ul style="list-style-type: none">i. before 27 April 1994; orii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none">(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;(b) Black people who are youth as defined in the National Youth Commission Act of 1996;(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;(d) Black people living in rural and under developed areas;(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – SPECIALISED ENTITY -
GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue/Allocated Budget/Gross Receipts was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SPECIAL CONDITIONS OF CONTRACT
DEPARTMENT OF HEALTH

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THE FOLLOWING SPECIAL CONDITIONS OF CONTRACT WILL APPLY TO THIS BID / QUOTATION :

1. EVALUATION CRITERIA

The following preference point system is applicable to the bid/quotation 80/20.

The preference points for this bid/quotation are allocated as follows and will be applied when adjudicating the bid / quotation:

Price	=	80 points
B-BBEE status	=	20
		—
<u>Total points</u>	=	<u>100 points</u>

2. B-BBEE Status – SBD 6.1 form

2.1 Bidders may claim points for B-BBEE status in the following manner:

2.1.1 A bidder with annual total revenue of R10 million or less qualifies as Exempted Micro Enterprises (EME) and must submit the following to substantiate their B-BBEE ratings:

- (i) A sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- (ii) An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate.

2.1.2 A bidder with annual total revenue of between R10 million and R50 million is regarded as Qualifying Small Enterprise (QSE) and must submit the following to substantiate their B-BBEE rating:

- (i) A sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- (ii) A sworn affidavit must be signed by the EME and/or QSE representative and attested by the Commissioner of Oaths.

2.1.2 Bidders other than Exempted Micro Enterprises and Qualifying Small Enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof issued by an Accredited Verification Agency approved by the South African National Accreditation System (SANAS) to substantiate their B-BBEE ratings.

- 2.2 Bidders who do not submit B-BBEE Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE. **They will therefore score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.**
- 2.3 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid and Public Entities and Tertiary Institutions must submit B-BBEE Status Level Verification Certificate together with their bids.

3) Once-off bid prices

3.1 Firm prices:

Prices for once-off bids must be firm. No application for price adjustment will be considered except in the case where rate of exchange is applicable. All the necessary documentary proof must be submitted.

Where the exchange rate is applicable the bidder is expected to complete the SBD 3.2 in full at the time of bidding.

4) Period Contract Prices

4.1 1st year of the contract period:

Prices must be firm for the 1st (first) year of the contract period. No price adjustments will be allowed during the 1st year of the contract period except in the case where rate of exchange is applicable. The request for price adjustment due to rate of exchange will be considered per consignment. All the necessary documentary proof must be submitted.

4.2 2nd year and rest of the contract period – Prices subject to escalation

- 4.2.1 A request for price adjustment due to statutory increases on period contracts will be considered **after** the 1st year of the contract period if the bid/quotation is qualified as such and with the necessary documentary proof.

- 4.2.2 **In order to be considered for price increases from the 2nd year of the contract period (statutory increase) and where the rate of exchange is applicable (on request per consignment), the price escalation form SBD 3.2 must be completed in full.**

4.2.3 Submitting of price adjustment claims:

Claims for statutory increases must be submitted within 90 days of the change in price. If a claim is received after 90 days, the adjusted price will only be considered from the date the claim was received by the Department.

Delivery of goods and/or services must not be withheld as a result of the price adjustment not being finalized or as a result of any dispute.

Companies must indicate in the bid document the amount to be remitted abroad as well as the rate of exchange applied in the conversion of that amount into SA currency, when calculating the bid price. Proof from the bank for rate of exchange applicable to the bid at time of bidding **must** be attached to the bid document.

Price adjustments based on Rate of Exchange will only be applied per consignment delivered to the applicable institution of the Department due to the continuous fluctuation.

4.2.4 Documentary proof for price adjustments:

- (i) All claims must be properly substantiated by documentary evidence to the satisfaction of the Head of Health.
- (ii) The following information must be supplied when claims for rate of exchange variations are lodged:
 - Documentary evidence of currency and amount paid to foreign supplier
 - Supplier's invoice
 - Bill of entry/landing
 - Copy of institutions order, delivery note and invoice

4.2.5 Failure to comply with the conditions as per par. 4.2.2 to 4.2.4 **will invalidate** the claim.

5) Qualification of bid documents

- 5.1 The invitation form (SBD 1) must be **completed in full and signed originally** (in black pen ink) by the person in the company who is authorised to do so. Failure to sign the offer will invalidate the offer.
- 5.2 The SBD forms and all other bid forms must be submitted in the original format. The Office will only consider the original bid documents issued by the Office and signed by the company. Bid documents that are retyped, transmitted by facsimile, electronic mail or changed in any other way, will invalidate the bid. Scanned documents, which are completed in the original, will be acceptable.

6) Declarations – SBD 4, SBD 6.1, SBD 6.2,

All declarations must be **originally completed** in full and duly signed by the bidder and where required, two witnesses.

6.1 SBD 4 – Declaration of Interest

All the state employees are not allowed to do a business with the Free State Department of Health.

6.2 SBD 6.2 – invitation and Evaluation of bids based on a stipulated minimum threshold for Local Production and Content within designated sectors

- (a) If required, the SBD 6.2 Declaration Certificate for local production and content for a specific designated sector must be completed by **manufacturers** for the items on offer within the relevant sector in order to qualify for the points allocated for local production and content.
- (b) **Distributors** of the items within the specific sector must complete and submit the declaration stating that the items on offers are RSA manufactured. However, they will not qualify for any points allocated for local production and content.

7) Corrections to documents:

- 7.1 Correction fluid (like Tippex for example) must not be used in bid documents in order to correct mistakes. Where a company wishes to correct a mistake, a single line must be drawn through it and the company must place his/her signature and date next to the correction, so that the original entry is still visible and legible. Failing to rectify mistakes in this manner **will invalidate the bid or the relevant item, or the relevant clause**.
- 7.2 In all other cases of alterations/corrections a full signature and date must be attached above, next to or below the said alteration or correction. If not signed in full at the correction the specific item/bid/quotation **will not** be taken into consideration.
- 7.3 Companies must check the numbers of the pages on the bid document and should satisfy themselves that the document is complete and that none of the pages are missing or duplicated before the closing date of the bid. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.
- 7.4 Where preference points are claimed on the various SBD 6 forms, the forms must be completed in full, must be signed by the company and both witnesses otherwise the points claimed **will not be considered**.
- 7.5 The bid must be submitted in a sealed envelope. The **correct** bid number and closing date must be clearly indicated on the front of the envelope and the bidder's details on the back. The envelope must be placed in the bid box as indicated, before or on the closing date and time of the bid. On failure to comply the bid **will not be considered**. Bids, which are **received after the closing date and time**, will not be accepted and will be returned to the bidder.

8) Tax Clearance Certificates

- 8.1 **Original valid Tax Certificates must be attached** to the bid documents. Where the Tax Clearance Certificate is not attached the information will be verified on the Central Supplier database. The Department will not accept a bid from a bidder, whose tax matters were not declared to be in order by SARS.

- 8.2 Each party to a Consortium/Sub-contractor/Joint Venture must submit a separate original valid Tax Clearance Certificate. If the Tax Clearance certificates are not attached such information will be verified on the Central Supplier Database. Each party's Tax matters must be declared to be in order by SARS.
- 8.3 Period Contracts: Should the bid be accepted, the contractor must provide the Department (Compliance Office) throughout the contract period with a valid Tax Clearance Certificate on or before the expiry date of each certificate in the possession of the Office.
- 8.4 The Department has the right to verify the Tax Clearance Certificate submitted by a company at any SARS branch office nationwide.

9) Compulsory Explanatory Meeting and / or Site Visit

- 9.1 A compulsory explanatory meeting and/or site visit if so required in the bid documents and bid advertisement must be attended. Failure to attend will invalidate the bid. In case of a joint venture, consortium all companies must attend the meetings and submit their own attendance certificate in the company's name.
- 9.2 An attendance certificate per company must be signed and stamped by an official of the Department with registration at the meeting. The document/s must be attached in its original to the bid document. Copies of the document will not be accepted.
- 9.3 Information already provided at the meeting will not be repeated to late attendees.
- 9.4 A copy of the minutes of the meeting can be made available to companies on request.

10) Payment to suppliers

Payments will be handled as prescribed by the PFMA and will normally be effected within 30 days of receipt of all the required documentation, which should be correct in every respect.

11) Legislation / Laws

Companies must comply with the provisions of current Labour Legislation as well as any other relevant legislation or legal requirement.

12) Validity period of bid

The period for which offers are to remain valid and binding (in order for the Department to finalize it), is indicated in the bid documents (SBD 3.1 / 3.2) and is calculated from the closing day with the understanding that offers are to remain in force and binding until the close of business on the last day of the period calculated and if this day falls on a Saturday, Sunday or Public Holiday, the bid is to remain valid and binding until the close of business on the following working day.

13) Quantities

Where quantities are specified in the bid documents the Department cannot guarantee that they will be ordered as such, as it depends on Departmental needs. The Department is not liable for any losses the contractor might suffer for not ordering specific quantities. Where quantities are specified, "as required" the quantities will be ordered as and when needed.

14) Samples

- 14.1 Samples to be submitted (if so required in the bid documents), must be clearly marked with the bid and item number as well as the company's name.

UNDER NO CIRCUMSTANCES SAMPLES SHALL BE INCLUDED IN THE BID DOCUMENTS. SAMPLES INCLUDED IN BID DOCUMENTS WILL NOT BE CONSIDERED

- 14.2 The samples must be delivered to the addressee mentioned in the bid documents so as to reach him/her not later than the closing date and time of the bid.
- 14.3 Samples shall be supplied by the bidder at his/her own expense and risk.
- 14.3 Samples of the successful company will be kept with the Department until the end of the contract period and will be returned to the company only if so stated in the bid/quotation documents.
- 14.4 All samples provided, which must be returned to the company must be removed on request of the Department at the company's own expense and risk within the specified period. On failing to comply with, the company will forfeit ownership and the sample shall forthwith be disposed of at the discretion of the Department.

15) Bid prices

- 15.1 Prices of bids must be provided for the specific units as required per SBD 3 forms. The packaging may vary and will be considered unless specific packaging is required.
- 15.2 Bid prices must be all inclusive and no additional cost will be paid for e.g. delivery, VAT, etc.
- 15.3 Bid prices must be indicated on the relevant SBD 3 form/s unless otherwise requested by the Department.

16) Price lists

Price lists **will not be considered** for acceptance of the bid unless it was specifically requested in the bid / quotation documents.

17) **Specification – company's response**

Where a specification provides for the company's response to the different points of specification, the bidder's part must be properly completed or the bid or the relevant item will be disqualified. **Where items deviate from the requirement, the deviation must be indicated.**

18) **Adjudication of bid**

18.1 Chapter 6 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004), that deals with the Register for Tender Defaulters, as well as Regulations made by the Minister of Finance in this regard, are applicable when adjudicating a bid/quotation.

18.2 The Department may terminate the bid/contract in whole or in part if representatives of the Department, is in the judgement that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

18.3 In the event of a bid being awarded as a result of B-BBE points claimed in terms of the revised Preferential Procurement Regulations 2017, the contractor may be required to furnish documentary proof to the satisfaction of the Department.

18.3.1 The Department will act against the bidder or person awarded the contract upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the contract conditions have not been fulfilled.

18.3.2 The Department may, in addition to any other remedy that it may have against the bidder or person:

18.3.3 Disqualify the bidder or person from the bidding process;

18.3.4 Recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;

18.3.5 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;

18.3.6 Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after applying the *audi alteram partem* (hear the other side) rule; and

18.3.7 Forward the matter for criminal prosecution.

19) Restriction of business interest of employees conducting business with the Provincial Government

An employee may not have a business interest in any entity conducting business with the Provincial Government.

20) Compliance to contract

20.1 The Department will monitor compliance to the contract after adjudication of the bid that include, but need not be limited to, site inspections and the request for documentary proof of compliance with the PFMA and relevant legislation.

20.2 Where services are rendered, which involves minimum wages for employees in terms of the sectoral wage determination, the Department reserves the right to request copies of payslips of employees during the period of the contract.

20) Contract signing

In response to an invitation to bid, companies must submit bid which in terms of the law represent offers. Once an offer is accepted and a bid is awarded to a successful company, a legal contract comes into existence.

The Department will not enter into any other contract than the SDB 7.1 or 7.2 form to be concluded as a result of acceptance of the bid.

21) Financial schedules

The financial schedule and annexure(s) for breakdown on salaries/wages where applicable, must be fully completed and submitted with the bid.

22) Declaration of Interest

Failure to declare interest on the part of the company or officials from the Department is unacceptable, which will lead to the bid/quotation not being considered.

23) Descriptive literature / brochures / pamphlets

If so required, the company must supply descriptive literature, brochures or pamphlets.

Descriptive literature is regarded as text and photos as issued by the original manufacturer.

24) Performance Security / Surety

A Performance Security / Surety is not applicable to all bid. Where it is a requirement in a specific bid, it will be indicated in the bid documents as well as the period in which the

performance security / surety must be submitted. If so required, it must be provided to the Department within the required period or the Department will have the right to cancel the contract and to claim any damages suffered from the contractor.

25) Accredited representative

If you are an accredited representative in South Africa for the goods/services offered written proof from the original supplier must be enclosed. (Refer to the SDB 1 form). Failure to do so will result in the offer not being considered.

26) Equipment exceeding specifications

There might be cases where the specifications do not address latest developments in technology. Where this is the case, the company must indicate next to the specific requirement in the specification to what extent the improved technology is offered. The Department may consider such offers in the adjudication process on condition that full details are provided for comparison purposes.

27) Delivery and documents

If so required, details of shipping and/or other documents to be furnished by the supplier are specified in the bid document

28) Insurance

Insurance as prescribed in the GCC par. 11 is applicable. Specific requirements over and above GCC par. 11 will be specified in the bid/quotation document.

29) Incidental services

Incidental services if so required will be handled as specified in the bid document.

30) Spare parts

Spare parts forms part of the specification of the bid/quotation and must be dealt with as such.

31) Warranty

- 31.1 Only new, unused goods must be supplied unless otherwise stated in the bid document.
- 31.2 The General Conditions of Contract par. 15 will apply unless otherwise stated in the bid documents.
- 31.3 Suppliers must remedy defect(s) on goods delivered within the period stated in the bid/quotation document or within the period as required by the Department.

32) Penalties

Penalties will be imposed as per current prime interest rate as prescribed by the General Conditions of Contract par. 22 unless otherwise stated in the bid/quotation document.

33) Settlement of disputes

The parties hereby agree that in the case of a dispute that cannot be resolved mutually, the dispute will be referred for settlement to the Secretary of the Law Society in the Free State, and in the case of the said Society's unwillingness to hear the dispute, such dispute will be referred to the Chairperson of the Bar Council for the Society for Advocates and/or his/her nominee.

The parties agree that the decision of the presiding officer in the dispute settlement procedure will be final and that neither of the parties will institute legal action against the other following the dispute settlement.

34) Termination of contracts: Unfulfilled orders

On termination of the contract, unfulfilled orders will automatically be cancelled and where appropriate, be supplied in terms of any subsequent contract.

35) Cession of contracts

The supplier shall not cede, in whole or in part, its obligations to perform under the contract or payments made/or to be made by the Department to the supplier, except with the Department's prior written consent.

36) Acceptance of the Special Conditions of Contract and General Conditions of Contract

Failure to accept the Special Conditions of Contract and the General Conditions of Contract or any part thereof, may result in the bid/quotation not being considered.

37) THE COMPANY MUST COMPLETE THE FOLLOWING:

I,in my capacity as of the company, hereby certifies that I took note and accept the above-mentioned Special Conditions of Contract.

.....
SIGNATURE

.....
CAPACITY

Contact person of company:

Tel. of company: (.....) **Fax of company:** (.....)

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

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	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
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	<p>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).</p> <p>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.</p>

- 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)