

PRIVATE BAG X0029, BHISHO, 5605 REPUBLIC OF SOUTH AFRICA

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**SCMO-25/26-001**

**DESIGN, PRINTING, BINDING, SUPPLY AND DELIVERY OF STATUTORY DOCUMENTS, CLINICAL RECORDS, VARIOUS GOVERNMENT FORMS/BOOKS, AD-HOC DOCUMENTS AND PROMOTIONAL MATERIAL AS AND WHEN REQUIRED FOR THE EASTERN CAPE PROVINCIAL GOVERNMENT (ECPG) FOR THE PERIOD OF 36 MONTHS WITH AN OPTION TO EXTEND FOR FURTHER 24 MONTHS.**

<b>NAME OF BIDDER:</b>	
<b>CSD NUMBER</b>	
<b>CLOSING DATE</b>	<b>28/10/2025</b>
<b>CLOSING TIME</b>	<b>11H00 am</b>

SUPPLY CHAIN MANAGEMENT  
PROVINCIAL TREASURY  
TYAMZASHE BUILDING (OLD STANDARD BANK BUILDING),  
PHALO AVENUE  
BHISHO  
5605

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SBD1

## PART A INVITATION TO BID

### YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PROVINCIAL TREASURY

BID NUMBER:	SCMO-25/26-001	CLOSING DATE:	28 OCTOBER 2025	CLOSING TIME:	11H00
DESCRIPTION	DESIGN, PRINTING, BINDING, SUPPLY AND DELIVERY OF STATUTORY DOCUMENTS, CLINICAL RECORDS, VARIOUS GOVERNMENT FORMS/BOOKS, AD-HOC DOCUMENTS AND PROMOTIONAL MATERIAL AS AND WHEN REQUIRED FOR THE EASTERN CAPE PROVINCIAL GOVERNMENT (ECPG) FOR THE PERIOD OF 36 MONTHS WITH AN OPTION TO EXTEND FOR FURTHER 24 MONTHS.				

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) PROVINCIAL TREASURY, SUPPLY CHAIN MANAGEMENT UNIT, TYAMZASHE BUILDING, (OLD STANDARD BANK BUILDING), PHALO AVENUE, BHISHO, 5605**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Zosuliwe Menziwa	CONTACT PERSON	Andiswa Popi
TELEPHONE NUMBER	0401010362	TELEPHONE NUMBER	0401010361
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Zosuliwe.menziwa@ectreasury.gov.za	E-MAIL ADDRESS	Andiswa.popi@ectreasury.gov.za

### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## **TERMS OF REFERENCE**

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**DESIGN, PRINTING, BINDING, SUPPLY  
AND DELIVERY OF STATUTORY  
DOCUMENTS, CLINICAL RECORDS,  
VARIOUS GOVERNMENT  
FORMS/BOOKS, AD-HOC DOCUMENTS  
AND PROMOTIONAL MATERIAL AS  
AND WHEN REQUIRED FOR THE  
EASTERN CAPE PROVINCIAL  
GOVERNMENT (ECPG) FOR THE  
PERIOD OF 36 MONTHS WITH AN  
OPTION TO EXTEND FOR FURTHER 24  
MONTHS.**



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## LIST OF ABBREVIATIONS

BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
BEE	Black Economic Empowerment
CPA	Contract Price Adjustment
CPI	Consumer Price Index
CSD	Central Supplier Database
EME	Exempt Micro Enterprises
ISO	International Organization for Standardization
PT	Provincial Treasury
PPFA	Preferential Procurement Policy Framework Act
PPR	Preferential Procurement Regulations
RSA	Republic of South Africa
SARS	South African Revenue Service
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
GCC	General Conditions of Contract
SBD	Standard Bidding Documents
ECPG	Eastern Cape Provincial Government
VAT	Value Added Tax
SCMO	Supply Chain Management Office
MSME'S	Micro, Small and Medium Enterprises



## DEFINITIONS

Customer	A participant on the transversal contract who procures goods and/or services from the appointed supplier(s).
Delivery	The process of transporting goods from a bidder's source location to a predefined destination by the participants.
Minimum Oder quantities	The departments should consider ordering not less than the indicated quantities where possible
Due Diligence	The investigation or exercise of care that the state conducts before entering into an agreement with the bidders to validate the bid responses.
Mandatory	<b>A mandatory document in terms of the bid is a document that is required, obligatory, or compulsory. Non-submission means no further evaluation of the bidder.</b>





## RETURABLE DOCUMENTS

**Table 1: Returnable Bid Document Checklist**

#	Document Name	Included in the published bid document?	To be returned by bidder	Submitted by bidder (tick Yes/No)
<b>PHASE 1: PRE-QUALIFICATION REQUIREMENTS</b>				
<b>ADMINISTRATIVE COMPLIANCE</b>				
1.	Standard Bidding Document (SBD) 1: Invitation to Bid	Yes	Yes	
2.	Proof of Authority (As per SBD1)	No	Yes	
3.	Central Supplier Database Report	No	Yes, for Tax verification	
4.	SBD 3.1 Pricing Schedule – Firm Prices			
5.	SBD 4 Bidder's Disclosure	Yes	Yes	
6.	SBD 6.1: Preference points Claim form	Yes	Yes	
<b>MANDATORY REQUIREMENTS</b>				
<b>Applicable to A,B and C only</b>				
7.	Bidders must submit together with the bid, a valid printing certificate of membership from Printing SA	No	Yes	
8.	Minimum of five (5) years' experience in design layout, printing, supply and delivery services <ul style="list-style-type: none"> <li>Letters of award</li> <li>Client's reference checks</li> <li>Company profile and</li> <li>currently employed Graphic designer with 5 years' experience (Curriculum Vitae)</li> <li>capacity and experience in printing books between 20 to 400 pages per book</li> </ul>	No	Yes	
9.	Valid letter of Good Standing (COIDA)	No	Yes	
10.	Valid Occupational Health and Safety Certificate	No	Yes	
11.	Proof of existing and operational machinery (list for verification during in loco inspection)	No	Yes	
12.	Equipment maintenance Agreement or Equipment internal maintenance programme	No	Yes	
13.	Quality Management system: Quality Management Policy or ISO 9001	No	Yes	
14.	Two sets of consecutive copies of the latest audited Annual Financial Statements respectively and conditional proof of access to credit facility/funds with a minimum value of R10m from an accredited financial service provider to test the financial capacity of the bidder (Financial risk assessment). Authenticity and verification of such documents will be conducted.	No	Yes	



#	Document Name	Included in the published bid document?	To be returned by bidder	Submitted by bidder (tick Yes/No)
15	Bidders must have a fully operational facility in the Eastern Cape and submit as proof the Title deed/Valid Lease Agreement / Municipality Bill / letter from Traditional Authority or local Councillor in bidder's name or the Company Director's name. (site visits will be conducted for verification purposes) <b>The facility should be in BCMM for category A.</b> <b>For category B,C and D Bidders outside Eastern Cape Province must submit a letter of intent to have a facility in the EC Province within 6 months after the award;</b>	No	Yes	
16	<b>For category A.</b> Bidders must submit proof of electricity backup	No	Yes	
17	<b>For category B.</b> Bidders must submit a fully completed client reference check documents attached confirming the successful completion of at least two (2) assignments from Health Institution or on behalf of health institution Corresponding Purchase Orders must be attached to cross reference with the completed reference check. The reference check documents must be stamped and signed by an authorised representative.	No	Yes	
18	For Category <b>C&amp;D</b> A minimum of two clients reference documents attached confirming the successful completion of at least two (2) assignments that the bidder has supplied and delivered goods. The reference check documents must be stamped and signed by an authorised representative.	No	Yes	
19	Fully completed client reference check documents attached <b>confirming the successful completion of at least three (3) book printing assignments of which must not be less than 36 months period uninterrupted with each book containing between 20-400 pages.</b> Corresponding letters of award must be attached to cross reference with the completed reference check. The reference check documents must be stamped and signed by an authorised representative;	No	Yes	
20	Access to delivery vehicles (Owned or Leased)	No	Yes	
	<b>All categories</b>			
21	Annexure A – Fully completed Pricing Schedule for each category	Yes	Yes	
22	JV / Consortium agreement and CSD Registration for each party to the JV/Consortium. JV/Consortium must be of fully independent entities.	No	Yes	
	<b>OTHER DOCUMENTS</b>			
23	General Condition of Contract	Yes	Yes	





## **SECTION A : INTRODUCTION, OBJECTIVE AND SCOPE OF WORK**

### **1. INTRODUCTION**

- 1.1. The Eastern Cape Provincial Government (ECPG) endorsed the implementation of Local Economic Development Procurement Framework (LEPDF) which seeks to promote an Eastern Cape Based manufacturing sector and create jobs to stimulate the social economic conditions. The LEDPF supports Industrialisation in the province and seeks to ensure that the goods and services expenditure is spent within the province.
- 1.2. The National Treasury Regulation 16A6.5 empowers Provincial Treasury to facilitate Transversal Term Contracts. The main objective for arranging such a contract, amongst others, is the need to achieve value for money in procurement activities as well as avoid duplication of effort.
- 1.3. Printing services have been identified as one of the commodities that are commonly used by all Eastern Cape Provincial Departments and Public Entities and contribute towards the Socio- Economic condition in the Eastern Cape.

### **2. OBJECTIVES**

- 2.1. Government does not create jobs, however, plays a pivotal role in fostering an environment conducive to job creation by the private sector. It serves as an enabler, a springboard for the Micro Small Medium Enterprises(MSMEs) that then create jobs.
- 2.2. Consolidation of procurement processes has proven, through spend analysis conducted by the SCMO to be more cost effective in terms of administrative effort to reduce duplication of processes within the province and to achieve economies of scale.
- 2.3. In addition, consolidation of services is to ensure sustainability and diversification of service providers resulting in sustained jobs.
- 2.4. Transversal contract will lead to eradication of wasteful and fruitless expenditure resulting from payment of premiums as a result of procuring individually by the Departments and Public Entities.



### 3. SPECIFICATIONS AND SCOPE OF WORK

3.1. Design, layout, print supply and deliver statutory documents, clinical records, various government documents and promotional material to the Eastern Cape Provincial Departments and Public Entities for a period of thirty-six (36) months with an option to extend for twenty-four (24) months as detailed in **Tables A, B,C and D** below:

#### 3.1.1 TABLE 2: CATEGORY A - STATUTORY DOCUMENTS

ITEM NO.	ITEM	DESCRIPTION
1.	<b>A4 SIZE STITCH BOUND DOCUMENT</b>	<ul style="list-style-type: none"> <li>Colour cover and black and white (with OR without charts and graphs in colour) Cover to be printed in full colour on both sides with gloss in all books mentioned above. The inside coated mat 115 grams of all documents to be printed in colour. The outside 200/250gram coated paper. Bounding (Thread sewing)</li> </ul>
2.	<b>A4 SIZE DOCUMENT PERFECT BOUND</b>	<ul style="list-style-type: none"> <li>Colour cover and black and white (with or without charts and graphs in colour) Cover to be printed in full colour on both sides with gloss in all books mentioned above. The inside coated mat 115/120 grams of all documents to be printed in colour. The outside 250gram coated paper.</li> </ul>
3.	<b>A4 SIZE DOCUMENT</b>	<ul style="list-style-type: none"> <li>Cover printed full colour on 250g coated paper with gloss lamination. The inside coated mat 115grams of all documents to be printed in full colour inside with pages containing colour graphs and charts. Thermal Bounding method perfect bound</li> </ul>
4.	<b>A4 SIZE DOCUMENT</b>	<ul style="list-style-type: none"> <li>Full Colour both sides stapled in the corner. The inside glossy 115grams of all documents to be printed in colour with photographic contents.</li> </ul>
5.	<b>A5 SIZE DOCUMENT</b>	<ul style="list-style-type: none"> <li>Cover printed full colour on 250g coated paper with gloss lamination. The inside coated mat 115grams of all documents to be printed in mono / black and white colour inside. Bounding method perfect bound</li> </ul>
6.	<b>A5 SIZE STAPLED BOOKLET</b>	<ul style="list-style-type: none"> <li>Colour cover and black and white (with or without charts and graphs in colour) Cover to be printed in full colour on both sides with gloss in all books mentioned above. The inside coated mat 115grams of all documents to be printed in black &amp; white with other pages containing colour graphs and charts. The outside 250gram coated paper.</li> </ul>



### 3.1.2 TABLE 3: CATEGORY B - CLINICAL RECORDS (ALL FOLDERS MUST HAVE EC HEALTH LOGO)

ITEM NO.	ITEM	DESCRIPTION
1	Outpatient Register	<ul style="list-style-type: none"> <li>A3 Portrait, 100 common leaves, 80gsm bond, Side stitched &amp; blue binding cloth, 2300-micron chipboard front and back cover</li> </ul>
2	Head Count Register- Outpatient	<ul style="list-style-type: none"> <li>A3 landscape, 300pp black throughout, 70gsm front cover, CMYK on white mounted to 1800-micron chipboard, Back cover blank 1800-micron chipboard, Instruction sheet 270x170 black s/s, glued inside front cover, Quarter bind green cloth</li> </ul>
3	H.I.V Tests- Informed Consent,	<ul style="list-style-type: none"> <li>A4 Portrait 100 common leaves, printed black one side only on 80gsm bond, padded at head backing board included</li> </ul>
4	Care Plan	<ul style="list-style-type: none"> <li>A4 Landscape 100 common leaves, Printed black board sides on 80gsm bond, padded at head with backing board included</li> </ul>
5	Blood Pressure Record for Controlled Patients	<ul style="list-style-type: none"> <li>A4 Portrait 100 leaves, printed black both sides on 80gsm bond, padded at head with backing included</li> </ul>
6	Patient Record (G.P.S 05/03)	<ul style="list-style-type: none"> <li>A4 Landscape 100 leaves, printed black both sides on 80gsm bond, padded at head with backing board included</li> </ul>
7	Dead On Arrival Form	<ul style="list-style-type: none"> <li>A4 Portrait 100 common leaves 80gsm bond, printed black one side only, padded at head with backing board included</li> </ul>
8	Physiotherapy Referral Form (Pad)	<ul style="list-style-type: none"> <li>A4 Portrait 100 leaves 1/1 on 80gsm bond, padded at head with back board included</li> </ul>
9	Intake Output and Chart	<ul style="list-style-type: none"> <li>A4 Landscape Common leaves, printed black both sides, 80gsm bond, padded at head with backing board included</li> </ul>
10	Declaration of Indemnity Form	<ul style="list-style-type: none"> <li>A4 Portrait 100 leaves, printed black one side only, 80gsm bond, padded at head with backing board included</li> </ul>
11	Anaesthetic, Operation and Recovery Room Record	<ul style="list-style-type: none"> <li>A3 folded to A4 80gsm bond printed black on both sides</li> </ul>
12	Patient Record: Casualty	<ul style="list-style-type: none"> <li>A4 Landscape common leaves, Padded at head with backing board</li> </ul>
13	Ward List Sheet Pad	<ul style="list-style-type: none"> <li>A4 Portrait 100 common leaves 80gsm bond, Black one side only 80gsm bond, padded with backing board included, Printed black both sides</li> </ul>
14	Midnight Return Record (Pad)	<ul style="list-style-type: none"> <li>A4 100 Portrait common leaves 80gsm, printed black both sides, padded at head with backing board included</li> </ul>
15	Duty Roster	<ul style="list-style-type: none"> <li>A4 portrait 3-part, 50 set per book, printed black one side only, CB-white-Perforated, CFB-green-Perforated, CF-pink-fast, Front cover-600-micron chip board, Back cover -1100-micron chipboard, Seoeon &amp; quarter bound, yellow cloth</li> </ul>



ITEM NO.	ITEM	DESCRIPTION
16	Six To Six Report	<ul style="list-style-type: none"> <li>A4 Portrait 100 common leaves, printed black one-sided only 80gsm bond, padded at head with packing board included</li> </ul>
17	Treatment Chart Outpatient (Blue)	<ul style="list-style-type: none"> <li>A4 black printed in black both sides 200gsm uncoated</li> </ul>
18	Order For Restricted Scheduled Substance	<ul style="list-style-type: none"> <li>A5 2-part NCR -100 sheets, CB- blue 100 -Black one side only, CF-white- Black one side only, padded at head, Numbered, collated, perforated writing shield, 40x60 label on front cover-brief card 160gsm</li> </ul>
19	Patient Progress Report	<ul style="list-style-type: none"> <li>A4 Landscape 100 common leaves 80gsm tinted bond (yellow), Padded at head with backing board included</li> </ul>
20	Diet Sheet	<ul style="list-style-type: none"> <li>A4 Portrait common 100 leaves, printed one side only on 80gsm bond, padded with backing board included</li> </ul>
21	Consent To Medical Procedure/Examination Form	<ul style="list-style-type: none"> <li>A4 Portrait 100 leaves (Common), Printed one side only (black) on 80gsm bond, padded at head with backing board included</li> </ul>
22	Clinical Notes and Prescription	<ul style="list-style-type: none"> <li>A4 Portrait 100 Common leaves, printed black one side only, padded at head with backing board included</li> </ul>
23	Outpatient Folder (ECH051)	<ul style="list-style-type: none"> <li>Outer Black s/s 200 Maite 2xholes</li> </ul>
24	Outpatient Medication Chart	<ul style="list-style-type: none"> <li>A4 Portrait black both sides 160gsm tokai paper Punch 2 holes left hand side</li> </ul>
25	Patient Record-Paediatric	<ul style="list-style-type: none"> <li>A3 folded to A4 printed black both sides 70 bond</li> </ul>
26	Infusion Sheet (Green)	<ul style="list-style-type: none"> <li>A4 Portrait printed both in both sides 160gsm Pack of 100</li> </ul>
27	Outpatient Medication Chart (Blue)	<ul style="list-style-type: none"> <li>A4 Portrait printed black both sides 160gsm two holes on the left-hand side Pack of 100</li> </ul>
28	Inpatient Regular Medication (Blue)	<ul style="list-style-type: none"> <li>A4 Portrait printed black on both sides 300 matt tinted blue Two holes in left hand side Pack of 100</li> </ul>
29	Outpatient Payment Form	<ul style="list-style-type: none"> <li>A4, 2 pages Printed black ink throughout on 80g white bond paper. Punched 2 holes, LHS</li> </ul>
30	Dispensary Requisition Book	<ul style="list-style-type: none"> <li>A5 Portrait 2-part 50 sets CB white-1/0 (Black) 1CF white-1/0 (Black) Numbered and perforated Blank front and back covers 700gsm clipboard Q/bind on top 148mm yellow cloth</li> </ul>
31	Notification of Death Book	<ul style="list-style-type: none"> <li>297x180 Portrait 3 Part -50 sets-4 to view, 200 numbers/Book, CB-white perforated, CFB-white perforated CF-Green fast, Numbered and Perforated, Quarter bound, hinge cover green cloth</li> </ul>





ITEM NO.	ITEM	DESCRIPTION
32	Patient Prescription Form Book	<ul style="list-style-type: none"> <li>A4 landscape, 3 part -50 sets, CB-white, CFB-yellow, CF-blue, 180gsm writing shield, Perforated no numbering, Q/Bound hinge cove, green cloth, Blank front and back cover 1100micron chipboard, Pack of 20, Front&amp; back cover 1100-micron</li> </ul>
33	Prescription Form Book NCR	<ul style="list-style-type: none"> <li>A5 2 part-100 sets, CB-white -100 leaves, CF-white-100 leaves, Black print one side only, Numbered, collated and quarter bound, 1<sup>st</sup> copy-perforated, 2<sup>nd</sup> copy -fast. Pack of 20</li> </ul>
34	Repair Requisition Book	<ul style="list-style-type: none"> <li>A5 Landscape 3 part 50 sets, CB-Pink, CFB-White, CF-Green, Numbered and perforated, Side stapled Q/bind with yellow cloth , Blank front and back cover 1100-micron, Loose writing shield -200gsm white board, Pack of 20</li> </ul>
35	Z36 Memorandum Writing Pad	<ul style="list-style-type: none"> <li>A5 Portrait, 100 leaves, Black one side only , 80m bond, padded at head with backing board included, Pack of 20</li> </ul>
36	Patient Folder (Green, Blue, &Pink)	<ul style="list-style-type: none"> <li>Size 330mmx630mm, 240gsm green tokai, paper/board, Double score at bottom and gusset on pockets and spine and information to be printed on both sides and trimmed to size, Binded in in cloth</li> </ul>
37	Schedule Drug Register Book	<ul style="list-style-type: none"> <li>A4 100 common leaves, printed both sides on 80gsm bond, 45X85 label-one color black, Numbered, collated seoeon &amp; quarter bond, Pack of 20</li> </ul>
38	Pharmaceutical Requisition Book	<ul style="list-style-type: none"> <li>A4 3-part landscape -50 sets, CB-white 1/0 -perforated, CFB-Yellow 1/0 -perforated, CF-Pink 1/0 Fast, Numbered, collated, perforated and quarter bound (yellow cloth) Pack of 20.</li> </ul>
39	Patient Report Form	<ul style="list-style-type: none"> <li>A4, 50x triplicate sets printed the same, black ink on white, yellow, green NCR paper. Padded, with back hard cover, front soft cover and drawn on cover. Front soft cover printed black ink both sides on 175g Kraft paper. Numbered (7 numbers)</li> </ul>
40	Monthly Fuel Summary Form	<ul style="list-style-type: none"> <li>A4, 2 pages Printed black ink one side on 80g white bond paper.</li> </ul>
41	Ambulance Logbook	<ul style="list-style-type: none"> <li>A4, 2 pages Printed black ink throughout on 80g white bond paper.</li> </ul>
42	Birth Register Labour Ward	<ul style="list-style-type: none"> <li>A3 Landscape 200 pager, 4/4 – 80gsm bond, 1800-micron chipboard front and back cover, Quarter bound hinge covers blue cloth, Labelled front cover</li> </ul>
43	Declaration of Indemnity	<ul style="list-style-type: none"> <li>A4 Portrait 100 leaves Common, printed black one-sided only 80gsm bond, padded at head with backing board included</li> </ul>
44	Patient folder Sticker Labels	<ul style="list-style-type: none"> <li>A4 35x105 (16up), Pack of 100</li> </ul>





ITEM NO.	ITEM	DESCRIPTION
45	Maternity Case Records Book	<ul style="list-style-type: none"> <li>A4 Portrait 56pp + 8pp NCR and cover, Text - 4/4, NCR-1/1, Cover4/1, Perforated and saddle stitched</li> </ul>
46	In Patient Nursing Record Book	<ul style="list-style-type: none"> <li>A4, 80 pages plus cover, inside printed black ink on 80g white bond paper, Cover printed full colour one side on white 200g Gloss paper, Saddle stitched.</li> </ul>
47	In Patient Medical Record Book	<ul style="list-style-type: none"> <li>A4, 28 pages plus cover, inside printed black ink on 80g white bond paper, Cover printed full colour one side on white 200g Gloss paper, Saddle stitched.</li> </ul>
48	Treatment Record (Yellow)	<ul style="list-style-type: none"> <li>A4, 2 pages Printed black ink throughout on 240g yellow uncoated board.</li> </ul>
49	Outpatient payment form	<ul style="list-style-type: none"> <li>A4, 2 pages, Printed black ink throughout on 80g white bond paper.</li> </ul>
50	Outpatient medical record	<ul style="list-style-type: none"> <li>A4, 2 pages Printed black ink throughout on 160g blue uncoated board. Punched 2 holes, LHS</li> </ul>
51	Emergency Department record (with artwork)	<ul style="list-style-type: none"> <li>A4, 2 pages Printed black ink throughout on 80g blue bond paper. Punched 2 holes.</li> </ul>
52	In Patient Medication Management Chart (Green)	<ul style="list-style-type: none"> <li>A4, 4 pages, Printed black ink throughout on 240g green uncoated board. Punched 2 holes, LHS</li> </ul>
53	Discharge Plan	<ul style="list-style-type: none"> <li>A4 Landscape 100 common leaves 80gsm bond, printed black one sided only Padded at head 200gsm brief card tint</li> </ul>
54	Discharge Summary	<ul style="list-style-type: none"> <li>A3R, 50x triplicate sets printed the same, full colour ink on white, white, white NCR paper. Back hard cover (1200 micron), front soft cover and drawn on cover and blue book cloth on left hand side. Quarter bound Not numbered Labelled with Department Logo and Hospital name</li> </ul>
55	Community Health Worker (CHW) Tracing Register	<ul style="list-style-type: none"> <li>A4 297mmx210mm, Content: front and back cover with clear acetate dust cover on each. 60 pages of common image text, Text on white bond 80gsm. Cover on matt art 300gsm</li> </ul>
56	Community Health Worker Daily Activity Tracker	<ul style="list-style-type: none"> <li>A4 297mmx210mm, Content: front and back cover with clear acetate dust cover on each. 60 pages of common image text. Text on white bond 80gsm. Cover on matt art 300gsm</li> </ul>
57	Household Registration and Screening Record	<ul style="list-style-type: none"> <li>A4 297mmx210mm, Content: front and back cover with clear acetate dust cover on each. 60 pages (30 sheets) of common image text. Text on white bond 80gsm. Cover on matt art 300gsm</li> </ul>
58	Ward Based Primary Health Care Outreach Teams (WBPHCOTS) Individual Client Health Record	<ul style="list-style-type: none"> <li>A4 Portrait 297mmx210mm Content: front cover with 15 text sheets (30 pages) and back cover</li> </ul>



ITEM NO.	ITEM	DESCRIPTION
59	Community Outreach Referral Form	<ul style="list-style-type: none"> <li>A4 Portrait 297mmx210mm Perforate twice across Content: front and back covers with clear acetate dust cover on each 40 text sheets</li> </ul>
60	Ward Based Primary Health Care Outreach Teams (WBPHCOTS) Monthly DHIS Report	<ul style="list-style-type: none"> <li>A4 Content: front and back with clear acetate dust cover on each 60 pages (30 sheets)</li> </ul>
61	Observation Chart, Patient Record	<ul style="list-style-type: none"> <li>A4 Portrait 100 leaves common. Printed 2 colour one sided only on 80gsm bond Padded at head with packing board</li> </ul>
62	Early Notification of Birth	<ul style="list-style-type: none"> <li>A4 Landscape -100 leaves Printed in one color black One side 80 bond Padded at head with backing board included</li> </ul>
63	Xray Request Diagnostic Pad	<ul style="list-style-type: none"> <li>A4 Portrait 100 common leaves 80gsm bond Printed one colour (black) one side only Padded at head with backing board</li> </ul>
64	Radiology Forms TPH62D	<p>Triplicate Sets</p> <ul style="list-style-type: none"> <li>First copy: front printed black ink on NCR paper. Second copy: front printed black ink on NCR paper. Third copy: front printed black ink on NCR paper. Size 305 x 210, Continuous form (head) Packed 1000 sets per box</li> </ul>
65	Operation register	<ul style="list-style-type: none"> <li>A3R,300 pages Page 1 and 300 page unprinted page 2 to page 299 printed in black ink on 80gsm bond register reads across 2 pages from left to right, bound with hard hinged covers on LHS, book cloth on spine, Title adhesive label, printed black ink applied to the front cover, size 105mm x 145mm</li> </ul>
66	In-patient Admission Registers	<ul style="list-style-type: none"> <li>A3R, 200 pages inside printed in black ink 80gsm bond . Bound with hard hinge covers on LHS book cloth on spine Title adhesive label printed black ink applied to the front cover 105mmx145mm</li> </ul>
67	Patient visiting card	<ul style="list-style-type: none"> <li>68mmx105mm printed black on both sides on 160g on litho board lined</li> </ul>
68	Case Sheet	<ul style="list-style-type: none"> <li>Size: A3,printed in black &amp; white on both sides Full colour departmental logo, folded in two A4 pages, loose pages, Pink, Matte paper, 70gsm, Faint ruled pages</li> </ul>
69	Medical Data	<ul style="list-style-type: none"> <li>Size: A4 printed in black on both sides, Full colour departmental logo, Loose pages. Black and white Matte paper, 80gsm. Faint ruled pages</li> </ul>
70	In-Patient Medication Management Chart	<ul style="list-style-type: none"> <li>Size: A3, printed in black &amp; white on both sides, full colour departmental logo, folded in two A4 pages , loose pages, sky blue Matte paper, 70gsm , Faint ruled pages</li> </ul>
71	Adult Triage Form	<ul style="list-style-type: none"> <li>Size: A4, printed in black on both sides. Full colour logo. Loose pages, Spot Colour Matte paper, 70gsm Faint ruled pages</li> </ul>
72	Paediatric Triage Form 0-3 Years	<ul style="list-style-type: none"> <li>Size: A4 printed in black on both sides. Full colour departmental logo, loose pages , Spot Colour Matte paper, 70gsm</li> </ul>



ITEM NO.	ITEM	DESCRIPTION
73	Nursing Process	<ul style="list-style-type: none"> <li>Size: A4 printed in black on both sides. Full colour departmental logo Loose pages Yellow Matte paper, 70gsm.</li> </ul>
74	Patient Progress Notes	<ul style="list-style-type: none"> <li>Size: A4 printed in black on both sides. Full colour departmental logo, Loose pages Black and white Matte paper, 70gsm</li> </ul>
75	Nursing Care Plan	<ul style="list-style-type: none"> <li>Size: A4 printed in black on both sides. Full colour departmental logo, loose pages Black and white Matte paper, 70gsm</li> </ul>
76	Discharge Summary	<ul style="list-style-type: none"> <li>Size: A4 printed in black on ONE side Full colour logo Pages: 100 pages UNPUNCHED pad excluding front and back covers; glued Covers; front cover full cover; front &amp; back hard cover Black and white pages Matte paper, 70gsm Faint ruled pages</li> </ul>
77	Temperature Chart – 4 Hourly	<ul style="list-style-type: none"> <li>Size: A4 Printed in Black on One Side Full Colour Logo Pages: 100 Pages Unpunched Pad Excluding Front and Back Covers; Glued Covers; Front Cover Full Cover; Back Hard Cover Black And White Pages Matte paper, 70gsm Faint ruled pages</li> </ul>
78	Blood Pressure and Pulse Chart	<ul style="list-style-type: none"> <li>Size: A4 printed in black on ONE side Full colour logo Pages: 100 pages UNPUNCHED pad excluding front and back covers; glued Covers; front cover full cover; front &amp; back hard cover Black and white pages Matte paper, 70gsm Faint ruled pages</li> </ul>
79	Diabetic Chart	<ul style="list-style-type: none"> <li>Size: A4 printed in black on ONE side Full colour logo Pages: 100 pages UNPUNCHED pad excluding front and back covers; glued Covers; front cover full cover; back and front hard cover, Black and white pages Matte paper, 70gsm Faint ruled pages</li> </ul>
80	Neurological Observation Chart	<ul style="list-style-type: none"> <li>Size: A4 printed in black on ONE side Full colour logo Pages: 100 pages UNPUNCHED pad excluding front and back covers; glued Covers; front cover full cover; back and front hard cover. Black and white pages Matte paper, 70gsm Faint ruled pages</li> </ul>
81	X-Ray Forms	<ul style="list-style-type: none"> <li>Size: A4 printed in black on ONE side Full colour logo Pages: 100 pages UNPUNCHED pad excluding front and back covers; glued Covers; front cover full cover; front &amp; back hard cover. Black and white pages Matte paper, 70gsm Faint ruled pages</li> </ul>
82	Fits Chart	<ul style="list-style-type: none"> <li>Size: A4 printed in black on ONE side Full colour logo 100 pages UNPUNCHED pad excluding front and back covers; glued Covers; front cover full cover; front &amp; back hard cover Black and white pages Matte paper, 70gsm Faint ruled pages</li> </ul>
83	Intake and Output Chart	<ul style="list-style-type: none"> <li>Size: A4 printed in black on BOTH sides Full colour Departmental logo Loose pages Black and white Matte paper, 70gsm Faint ruled page.</li> </ul>



ITEM NO.	ITEM	DESCRIPTION
84	Referral Letter for Other Hospitals and Clinics	<ul style="list-style-type: none"> <li>Size: A4 printed in black on ONE side Full colour Departmental logo Loose pages Black and white Matte paper, 70gsm Faint ruled page</li> </ul>
85	Medical Certificate	<ul style="list-style-type: none"> <li>Size: A4 printed in black on ONE side Full colour logo Pages: 100 pages UNPUNCHED pad excluding front and back covers; glued, front cover full cover; back &amp; front hard cover Black and white pages Matte paper, 70gsm Faint ruled pages</li> </ul>
86	Paediatric Triage Form 3-5 Years	<ul style="list-style-type: none"> <li>Size: A4 printed in black on both sides Full colour departmental logo, loose pages, Spot Colour Matte paper, 70gsm</li> </ul>
87	Rehab Department Referral Form	Size: A4 printed in black on ONE side Full colour Departmental logo Loose pages Black and white Matte paper, 70gsm Faint ruled page
88	Temperature Chart – 12-Hourly	<ul style="list-style-type: none"> <li>Size: A4 printed in black on ONE side Full colour logo Pages: 100 pages UNPUNCHED pad excluding front and back covers; glued front cover full cover; back hard cover Black and white pages Matte paper, 70gsm Faint ruled pages</li> </ul>
89	Trauma Chart (Causality)	<ul style="list-style-type: none"> <li>Size: A4 printed in black on ONE side. Full colour logo 100 pages UNPUNCHED pad excluding front and back covers; Glued front cover full cover; back and front hard cover Black and white pages Matte paper, 70gsm Faint ruled pages</li> </ul>
90	Consent Forms	<ul style="list-style-type: none"> <li>Size: A4 printed in black on ONE side Full colour departmental logo 100 pages UNPUNCHED pad excluding front and back covers; glued front cover full cover; back hard cover. Black and white pages Matte paper, 70gsm Faint ruled pages</li> </ul>
91	Declaration of Death Form	<ul style="list-style-type: none"> <li>Size: A4 printed in black on ONE side Full colour departmental logo 100 pages UNPUNCHED pad excluding front and back covers; glued front cover full cover; back hard cover Black and white pages Matte paper, 70gsm Faint ruled pages</li> </ul>
92	Prescription Chart	<ul style="list-style-type: none"> <li>Size: A4 printed in black on ONE side Full colour Departmental logo Loose pages Yellow Matte paper, 80gsm, Faint ruled page</li> </ul>
93	Treatment Chart (In Patient)	<ul style="list-style-type: none"> <li>Size: A3 printed in black on both sides Full colour departmental logo Folded in two A4 pages Loose pages Light Green Matte paper, 80gsm Faint ruled pages</li> </ul>





### 3.1.3 TABLE 4: CATEGORY C: GENERIC DOCUMENTS

ITEM NO.	ITEM	DESCRIPTION
1	Vehicle Travel Logbook	<ul style="list-style-type: none"> <li>A4 Landscape 4-part,25 sheets CB-white Perforated CFB-Yellow Perforated CFB-Ble Perforated CF-Green not perforated Front cover 180g Kraft Back cover and shield 180g Kraft Side stapled</li> </ul>
2	Trip Authorisation Form	<ul style="list-style-type: none"> <li>A4 Duplicate Sets First copy: front printed black and red ink and back in black ink on NCR paper. Second copy: front printed black and red ink and back in black ink on NCR paper. Both copies perforated at top. Size 320 x 215 Numbered Bound as snap sets Packed 1000 sets per box</li> </ul>
3	Attendance Registers (Z8)	<ul style="list-style-type: none"> <li>A3 Portrait 56pp and cover Unique block (120 cartridge) Chipboard 2230-micron grey Sewn and Quarter bound</li> </ul>
4	Attendance register	<ul style="list-style-type: none"> <li>305mmx430mm Landscape 150 leaves black both sides 80 bond Quarter bound hinge cover yellow cloth Labelled Front cover blank back cover 1800 micron</li> </ul>
5	Application for leave of absence	<ul style="list-style-type: none"> <li>270mmx205mm 3 Part NCR Book (50 sheets) CB-white - Perforated CFB-Blue-Perforated CF- Yellow-Fast Numbered, Collated, Perforated and Quarter Bond Writing Shield Blue binding cloth</li> </ul>
6	Laundry List -Hospital Linen	<ul style="list-style-type: none"> <li>270mmx205mm 3 Part NCR Book (50 sheets) CB-white - Perforated CFB-Blue-Perforated CF- Yellow-Fast Numbered, Collated, Perforated and Quarter Bond Writing Shield Navy binding cloth</li> </ul>
7	Bin card	<ul style="list-style-type: none"> <li>Size 260mm x 115 Printed black ink both sides on 160g pink litho board.</li> </ul>

### 3.1.4 TABLE 5: CATEGORY D: PROMOTIONAL MATERIAL

ITEM NO.	ITEM	DESCRIPTION
1	Leaflets	<ul style="list-style-type: none"> <li>A4, folding. Full colour one/ double-sided on coated 115 grams Matt/ Gloss. Artwork ( Design and Layout)</li> <li>A5, folding. Full colour one/ double-sided on coated 115 grams Matt/ Gloss. Artwork ( Design and Layout)</li> <li>A2, folding. Full colour one/ double-sided on coated 115 grams Matt/ Gloss. Artwork ( Design and Layout)</li> </ul>
2	Business cards	<ul style="list-style-type: none"> <li>90mm x 50mm Branded Full colour one/ double-sided on Nevia Gloss 350gsm. Artwork ( Design and Layout)</li> </ul>
3	Cards (Christmas, other)	<ul style="list-style-type: none"> <li>210mm x 200mm, folded to 210mm x 100mm Branded (including matching envelopes) Full colour one/ double sided on Nevia Gloss 200 - 300gsm. Artwork (Design and Layout)</li> </ul>
4	Certificates	<ul style="list-style-type: none"> <li>A4 Full colour single-sided Print double sided on Nevia Gloss 250 -350gsm. Artwork( Design and Layout)</li> </ul>
5	Branded tent calendar	<ul style="list-style-type: none"> <li>A2/A4 210mm x 300mm, scored, folded to triangle Full colour single/ double-sided tape Printed double sided on Nevia Gloss 300gsm. Artwork ( Design and Layout)</li> </ul>





ITEM NO.	ITEM	DESCRIPTION
6	Branded Desk calendar	<ul style="list-style-type: none"> <li>A2 – A4 Full colour single-sided Printed single-sided on 80gsm Padded at top with backing board. Artwork (Design and Layout)</li> </ul>
7	A4 Diaries	<ul style="list-style-type: none"> <li>A4 page a day diary Department logo Personalized. Artwork ( Design and Layout)</li> </ul>
8	A5 Diaries	<ul style="list-style-type: none"> <li>A5 page a day diary Departmental logo Personalized Artwork( Design and Layout)</li> </ul>
9	Posters	<ul style="list-style-type: none"> <li>A1 - A3 Full colour, single-sided on 150 – 350 gsm gloss / matt. Artwork (Design and Layout)</li> </ul>
10	Backdrop banners:	<ul style="list-style-type: none"> <li>Size: 450cm X 225 cm Frame: Strong/Thick plastic clip-ons Quality: 100% Polyester material with case/carry bag Branded</li> </ul>
11	Lolli-pop/lantern banners	<ul style="list-style-type: none"> <li>Double sided Size: 2m high Quality: 100% PVC print with carry bag Branded</li> </ul>
12	Double Glo Lantern Banners	<ul style="list-style-type: none"> <li>Size: 2m high 100% PVC/other print with carry bag Light must be rechargeable Wristbands must be in colours Branded</li> </ul>
13	Podium banners	<ul style="list-style-type: none"> <li>Fabric / Satin / Vinyl Size: 24 (W) x (180) (H) With rod and fringe, full colour Branded</li> </ul>
14	Pop – up banners Triangular	<ul style="list-style-type: none"> <li>Size: 1.0 m x 2.0m Quality: 250 gsm 100% waterproof coated canvas with ultra-lightweight carbon fibre frame Branded</li> </ul>
15	Expo Banner Deluxe	<ul style="list-style-type: none"> <li>Size: 80cm x 203 cm Quality: Eco Flat 398 gsm A puckering- resistant banner with three layers: two layers of PVC and a PET core. Ita has a smooth surface and grey back, preventing light from passing through and so ensuring the printed images are always clearly visible. Ideal for printing banners, roller banners and displays. Lasts up to three years outdoors.</li> </ul>
16	Telescopic banners	<ul style="list-style-type: none"> <li>Standard sized poles and cloths 3m Double sided and stitched</li> </ul>
17	Pull-up banner	<ul style="list-style-type: none"> <li>Full colour, single-sided Size:100cm wide x 250cm height Strong large metallic executive base with non-curl support pole 100% PVC/VINLY print with case/carry bag Branded Artwork ( Design and Layout)</li> </ul>
18	Wall Banner	<ul style="list-style-type: none"> <li>Full colour, single-sided Size: 300cm x 225m 100% PVC/VINLY print with case/carry bag Artwork ( Design and Layout)</li> <li>Wall banners Size: 250cm x 250cm Artwork ( Design and Layout) branded</li> </ul>
19	Deluxe Pull Up Banner	<ul style="list-style-type: none"> <li>size : 2m x 2,5m PVC or other branded</li> </ul>
20	Tube Banner Stands	<ul style="list-style-type: none"> <li>size : 2m x 2,5m Double-sided polyester fabric, 235gsm Branded</li> </ul>
21	Curved Head Banner	<ul style="list-style-type: none"> <li>Double / single sided Size: 4m x 0.7m full colour Branded</li> </ul>
22	Teardrop Banner	<ul style="list-style-type: none"> <li>Size: 850mm x2200mm Poles and ground spike Branded</li> </ul>
22	Branded gift bags with handles	<ul style="list-style-type: none"> <li>Size: 230mm x 300mm White vinyl stickers applied to both sides. Artwork (Design and Layout)</li> </ul>



ITEM NO.	ITEM	DESCRIPTION
23	Branded folders	<ul style="list-style-type: none"> <li>Full colour single-sided A3 folded to A4 with raised flap inserted on inside / Print double sided on 250, 300gsm coated gloss. Artwork (Design and Layout)</li> </ul>
24	Corporate Identity Manual/ branding manual	<ul style="list-style-type: none"> <li>A4 size Cover to be printed in full colour single sided on 250gsm coated gloss (nervia / matt). Inside pages printed single sided 115 grams matt Artwork (Design, layout and print)</li> </ul>
25	Newsletters	<ul style="list-style-type: none"> <li>A4 gloss/ matt Cover 250- 400gsm Inside 80- 200gsm Folded ( tri- fold or bi- fold)</li> <li>A5 gloss/ matt Cover 250- 400gsm Inside 80- 200gsm Folded ( tri- fold or bi- fold)</li> </ul>
26	Brochures	<ul style="list-style-type: none"> <li>A4 folded into A5 80gsm – 300gsm full colour on matt paper. Branded</li> </ul>
27	Folders	<ul style="list-style-type: none"> <li>A4 size Paper, cardboard, plastic 200gsm-300gsm Full colour glossy or matte Pocket / flap Elastic / Velcro</li> </ul>
28	Note pads	<ul style="list-style-type: none"> <li>A4/ A5 size cover printed full colour on one side 70- 120 gsm coated gloss / matt paper inside Cover (paper, cardboard, leather) Perfect, spiral , stappled Branded</li> </ul>
29	Electronic / Digital Invitation	<ul style="list-style-type: none"> <li>Design and supply in Jpeg and Pdf format</li> </ul>
30	Flyer newspaper insertion	<ul style="list-style-type: none"> <li>A2 folded in 3 panels =A3 four page</li> <li>A3, 4-page flyer, printed full colour on 115g paper Design and placement of photographs included.</li> </ul>
31	Invitations	<ul style="list-style-type: none"> <li>A5, 4 pages, printed in full colour on 150g or 200g coated paper Design and layout included</li> </ul>
32	Budget Gazette	<ul style="list-style-type: none"> <li>A4 Stitch Bound Colour cover and black and white (with charts and graphs in colour) Cover to be printed in full colour on both sides with gloss in all books mentioned above the inside coated mat 115grams of all documents to be printed in colour. The outside 250gram coated paper. Bounding method (heavy duty stapling)</li> </ul>

#### 4. BID INFORMATION

##### 4.1 DURATION OF THIS TRANSVERSAL CONTRACT

- 4.1.1 The transversal contract shall be for a period of thirty-six (36) months with an option to extend for twenty-four (24) months.

##### 4.2 BID INFORMATION SESSION

- 4.2.1 A compulsory briefing session will be held as follows:

**Venue :** Bisho, Provincial Treasury Building, Main Boardroom, 2<sup>nd</sup> Floor

**Date :** 14 October 2025

**Time :** 10h00



- 4.2.2 The bid information session is compulsory and will provide bidders with an opportunity to obtain clarity on certain aspects of the procurement process as set out in this bid document.
- 4.2.3 The Provincial Treasury reserves the right to answer questions at the briefing session and / or to respond formally after the briefing session in writing.
- 4.2.4 Bidders must record their names on the attendance register failure to do so will render your bid non-responsive.

### 4.3 BID VALIDITY

- 4.3.1 Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **180** calendar days from the closing date.

## 5. SELECTION OF CATEGORIES

- 5.1. To give opportunity to various Service Providers, bidders are required to indicate **three (3)** out of four (4) categories you are bidding for by indicating yes or no on the relevant column.

### 5.2. TABLE 6: CATEGORIES

CATEGORY NUMBER	CATEGORY DESCRIPTION	Category bidding for (Yes or No)
<b>CATEGORY A (STATUTORY DOCUMENTS)</b>	Estimates of Public Entities and Expenditures, Budget Speech Eastern Cape Adjustment Estimates Budget, Eastern Cape Adjustment Estimates Budget Speech, Eastern Cape Medium Term Budget Policy Speech, Strategic Plan, Annual Performance Plan, Service Delivery Improvement Plan and Charter, Service Delivery Standards, Annual Report, Provincial Combined Financial Statements, Operational Plan, Policy Speech, Departmental Policies, Frameworks and Guidelines for Reporting, Monitoring and Evaluation, Financial and Performance Report, Financial Oversight and Performance Report and Technical Indicator Description	
<b>CATEGORY B (CLINICAL RECORDS)</b>	H.I.V Tests- Informed Consent, Care Plan, Blood pressure record for controlled patients, Blood pressure and pulse chart, Patient records, Dead on arrival form,	



CATEGORY NUMBER	CATEGORY DESCRIPTION	Category bidding for (Yes or No)
	<p>Physiotherapy referral form, Intake and output chart, Declaration of Indemnity form, Ward list sheet, Midnight return record, Duty roster, Patient record: Casualty, Six to Six report, Patient progress report, Diet sheet, Consent to medical procedure/examination form, Clinical notes and prescription, Xray request diagnostic form, Early notification of birth, Observation chart, Patient record Paediatric, Outpatient medication form, Outpatient payment form, Outpatient register, Dispensary requisition book, Notification of death book, Prescription form book, Pharmaceutical requirement sub book, Schedule drug register, Pharmaceutical requisition book, Patient report register, Ambulance check list register, Ambulance logbook, Sticker labels, maternity case records, In patient nursing record book, In patient medical record book, Treatment record(yellow), In patient medication management chart (Green), Night and day report, Discharge plan (Green), Community health worker (CHW) Tracing register, Community health worker tracker, Household registration and screening record, Case Sheet, Medical Data, In-Patient Medication Management Chart, Adult Triage Form, Paediatric Triage Form 0-3 Years, Nursing Process, Patient Progress Notes, Nursing Care Plan, Discharge Summary, Temperature Chart – 4 Hourly, Blood Pressure and Pulse Chart, Diabetic Chart, Neurological Observation Chart, X-Ray Forms, Fits Chart, Intake and Output Chart, Referral Letter for Other Hospitals and Clinics, Medical Certificate, Paediatric Triage Form 3-5 Years , Rehab Department Referral Form, Temperature Chart – 12- Hourly, Trauma Chart (Casualty), Consent Forms, Declaration of Death Form, Prescription Chart and Treatment Chart (In Patient)</p>	





CATEGORY NUMBER	CATEGORY DESCRIPTION	Category bidding for (Yes or No)
<b>CATEGORY C (GENERIC DOCUMENTS)</b>	Travel logbook, Trip Authority, Attendance registers, Report on an accident, Log sheet for subsidised transport.	
<b>CATEGORY D (PROMOTIONAL MATERIAL)</b>	Branded gift bags with handles, Pull up banners, Branded folders, Diaries, Calendars, Certificates, Corporate Identity Manual/ branding manual, Newsletters, Brochures, Folders, Note pads, Electronic / Digital Invitation, Flyer newspaper insertion, Invitations and Budget Gazette.	

## SECTION B

## : CONDITIONS OF BID

### 6. Part 1: EVALUATION CRITERIA PER CATEGORY

6.1. The bid shall be evaluated in four (4) phases namely,

- requirements per category
- Administrative compliance
- Functionality evaluation per category
- Price and Specific goals

#### 6.1.1. PHASE 1: Mandatory Bid Requirements

- In this stage of evaluation, the process includes verification of mandatory bid requirements.
- Invitation to bid (SBD1) must be completed and signed.
- Bidders must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid.
- **IN LOCO inspection will be conducted for shortlisted bidders at TBEC's discretion.**
- **Joint Venture agreements are not for compliance with mandatory requirements, therefore, each bidder in the joint venture must comply with all requirements.**

**Bidders who fail to comply with any of the following mandatory criteria will be disqualified.**





#### 6.1.1.1. CATEGORY A

Bidders must submit together with the bid response the following:

- A valid printing certificate of membership from Printing SA;
- A company profile reflecting that the bidder has a minimum of five (5) years' experience in design layout, printing and delivery services in the printing industry and currently employed Graphic designer's CV's);
- Letter of Good Standing (COIDA);
- Valid Occupational Health and Safety Act certificate;
- Equipment maintenance Agreement or Equipment internal maintenance programme;
- Quality Management Policy or ISO 9001 certificate;
- Proof of existing and operational machinery;
- Access to delivery vehicles (Owned or Leased);
- Bidder must submit proof of **facility in Buffalo City Metropolitan Municipality (BCMM)** in the form of a title deed or valid lease Agreement or Municipality Bill or letter from Traditional Authority or local Councillor in bidder's name or the Company Director's name. Physical verification (In loco inspection) will be conducted to verify the above. Should there be any form of ambiguity such will invalidate your bid resulting to elimination thereof;
- Fully completed client reference check documents attached **confirming the successful completion of at least three (3) book printing assignments of which must not be less than 36 months period uninterrupted with each book containing between 20-400 pages**. Corresponding letters of award must be attached to cross reference with the completed reference check. The reference check documents must be stamped and signed by an authorised representative;
- Two sets of consecutive copies of the latest audited Annual Financial Statements respectively and conditional proof of access to credit facility/funds with a minimum value of R10m from an accredited financial service provider to test the financial capacity of the bidder (Financial risk assessment). Authenticity and verification of such documents will be conducted;
- Annexure A – Fully completed Pricing Schedule for each category; and
- Proof of electricity backup.

#### 6.1.1.2. CATEGORY B

Bidders must submit together with the bid response the following:

- A valid printing certificate of membership from Printing SA;



- A company profile reflecting that the bidder has a minimum of five (5);
- years' experience in design layout, printing and delivery services the printing industry and currently employed Graphic designer's CV's;
- Letter of Good Standing (COIDA);
- Valid Occupational Health and Safety Act certificate;
- Equipment maintenance Agreement or Equipment internal maintenance programme;
- Quality Management Policy or ISO 9001 certificate;
- Proof of existing and operational machinery;
- Access to delivery vehicles (Owned or Leased)
- Proof of facility in the form of a title deed or valid lease Agreement or Municipality Bill or letter from Traditional Authority or local Councillor in bidder's name or the Company Director's name within the Eastern Cape Province. Physical verification (In loco inspection) will be conducted to verify the above. **Bidders outside Eastern Cape Province must submit a letter of intent to have a facility in the EC Province within 6 months after the award.**
- Fully completed client reference check documents attached confirming the successful completion of at least two (2) assignments from **Health Institution or on behalf of health institution**. Corresponding Purchase Orders must be attached to cross reference with the completed reference check. The reference check documents must be stamped and signed by an authorised representative;
- Two sets of consecutive copies of the latest audited Annual Financial Statements respectively and conditional proof of access to credit facility/funds with a minimum value of R10m from an accredited financial service provider to test the financial capacity of the bidder (Financial risk assessment). Authenticity and verification of such documents will be conducted; and
- Annexure A – Fully completed Pricing Schedule for each category.

#### 6.1.1.3. CATEGORY C

Bidders must submit together with the bid response the following:

- A valid printing certificate of membership from Printing SA;
- A company profile reflecting that the bidder has a minimum of five (5) years' experience in design layout, printing and delivery services the printing industry and currently employed Graphic designer's CV's;
- Letter of Good Standing (COIDA);
- Valid Occupational Health and Safety Act certificate;



- Equipment maintenance Agreement or Equipment internal maintenance programme;
- Quality Management Policy or ISO 9001 certificate;
- Access to delivery vehicles (Owned or Leased)
- Proof of existing and operational machinery;
- Bidder must submit proof of facility in the form of a title deed or valid lease Agreement or Municipality Bill or letter from Traditional Authority/local Councillor in bidder's name or the Company Director's name. **Bidders outside Eastern Cape Province must submit a letter of intent to have a facility in the EC Province within 6 months after the award;**
- Fully completed client reference check documents attached **confirming the successful completion of at least two (2) assignments and confirming that the bidder has supplied and delivered goods in category C.** The reference check documents must be stamped and signed by an authorised representative;
- Two sets of consecutive copies of the latest audited Annual Financial Statements respectively and conditional proof of access to credit facility/funds with a minimum value of R10m from an accredited financial service provider to test the financial capacity of the bidder (Financial risk assessment). Authenticity and verification of such documents will be conducted; and
- Annexure A – Fully completed Pricing Schedule for each category.

#### 6.1.1.4. Category D

Bidders must submit together with the bid response the following:

- Fully completed client reference check documents attached **confirming the successful completion of at least two (2) assignments and confirming that the bidder has supplied and delivered the goods in category D;**
- Bidder must submit proof of facility in the form of a title deed or valid lease Agreement or Municipality Bill or letter from Traditional Authority/local Councillor in bidder's name or the Company Director's name. **Bidders outside Eastern Cape Province must submit a letter of intent to have a facility in the EC Province within 6 months after the award;** and
- Annexure A – Fully completed Pricing Schedule for each category.

**BIDDERS WHO FAIL TO SUBMIT ANY OF THE REQUIRED DOCUMENTS LISTED ABOVE FOR EACH CATEGORY, SHALL RESULT IN THE BID NO BEING CONSIDERED FOR THAT CATEGORY.**



## 6.2 PHASE II: ADMINISTRATIVE COMPLIANCE

### 6.2.1 Administrative and Legislative Compliance (Standard Bidding Documents)

6.2.1.1 In this stage of evaluation, the process includes the verification of completeness of administrative compliance documents (standard bidding documents).

6.2.1.2 The following standard bidding documents must be submitted with the bid at the closing date and time of bid.

**Table 7: STANDARD BIDDING DOCUMENTS**

Name of the document to be submitted	
Invitation to Bid – SBD 1 (Returnable document)	Please complete and sign the supplied form.
Central Supplier Database registration (Returnable document)	Please submit CSD report to prove registration and for verification of tax compliance.
Pricing Schedule (Returnable document)	Please complete the pricing schedule as a soft copy in excel format (and submit a hard copy with the bid at the closing date and time.
SBD 3.1 Pricing Schedule – Firm Prices (for the first year)	Please complete and sign the supplied form.
Declaration of Interest – SBD 4 (Returnable document)	Please complete and sign the supplied form and <b>pay attention to all the clauses.</b>
SBD 6.1: Preference points Claim form	Please complete and sign the supplied form.

## 6.3 PHASE III FUNCTIONALITY EVALUATION

The following criteria is critical for this bid:

- Vast experience in design, printing, binding and layout;
- financial strength for delivery turnaround time;
- Infrastructure;
- Labour force; and
- Delivery services

### 6.3.1. FUNCTIONALITY EVALUATION FOR CATEGORY A, B & C

**NB** Only bidders who obtain a minimum score of 70 of 100 points for functionality will qualify for the next evaluation process.





### 6.3.1.1. TABLE 8: FUNCTIONALITY EVALUATION

Criteria	Sub-criteria	Max Score	Evidence Required
Proof of references in terms of printing large volumes of documents (three (3) book printing assignments with each book containing between 20-400 pages.	<ul style="list-style-type: none"> <li>Five contactable references and above with total contract value for and above R5000,000.00 = <b>30 (References must be 5 or more to the value of R5000 000.00)</b></li> <li>Four contactable references with total contract value from R3,500,000 to R4,999,999m = <b>20 (References must be 4 or more to the value of R3,500,000 to R4,999,999m)</b></li> <li>Three contactable references with total contract value from R 2,000,000 to R3,499,999 = <b>10 (References must be 4 or more to the value of R 2,000,000 to R3,499,999)</b></li> </ul>	30	<b>Annexure A:</b> Fully completed, signed and stamped client reference check. (Stamped by the relevant receiving institution). Official signed letters of award with each reference check. For the rate-based contract, the letter should indicate the total spend.
Company history experience in printing, design and layout	<ul style="list-style-type: none"> <li>Ten or more years' experience in the printing, design and layout = <b>30</b></li> <li>Five to nine years' experience in the printing, design and layout = <b>20</b></li> </ul>	30	Company Profile reflecting the history of the company and its service offerings and currently employed Graphic Designer Curriculum Vitae and Qualification.
Access to Delivery Vehicles	<ul style="list-style-type: none"> <li>Owned delivery vehicles = <b>20</b></li> <li>Leased Delivery vehicles = <b>10</b></li> </ul>	20	Vehicle registration documents in the name of the bidder or Directors. Existing leasing agreement from car rental/courier service companies.
Fully set-up and operational printing facility.	<ul style="list-style-type: none"> <li>Functioning machinery with operational staff on the floor = <b>20</b></li> </ul>	20	Proof of machinery list, visual functioning of the press room through <b>in loco inspection conducted.</b>
<b>Total</b>		<b>100</b>	



6.3.1.2 Points scored by qualifying bidders in stage 3 (functionality evaluation) will not be taken into consideration for evaluation at stage 4 (Price and Specific goals evaluation).

#### 6.4 PHASE IV : PRICE AND SPECIFIC GOALS CALCULATION FOR EACH CATEGORY ALL PRICES MUST BE VAT INCLUSIVE FOR THIS BID

##### 6.4.1. PREFERENTIAL POINT SYSTEM

In terms of Regulation 3.1 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2022 responsive bids will be adjudicated by the State on the 90/10 preference point system in terms of which points are awarded to bidders based on:

- i. The bid price (Maximum of 90 points)
- ii. Specific Goals (maximum 10 points)

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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

**NB: Prices will be evaluated per category. Failure to price any of the items in a category, will result in the bid not being considered for that category.**

6.4.2. In terms of Regulation 4(2); 5(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 9 below. A maximum of 10 points may be allocated as follows:

**TABLE 9 : POINTS FOR THE SPECIFIC GOALS**

The specific goals allocated points in terms of this bid	Number of points allocated (90/10) system)
Eastern Cape printing facility	3
Women	3
Promotion of Youth	2
Persons living with disability	2



#### 6.4.2.1 CLAIMING OF POINTS FOR SPECIFIC GOALS

The supporting documents for claiming points for Specific Goals include:

- Proof of address;
- Valid CIPRO Certificate with percentage of ownership or controlling interest (share certificate) inclusive of ID numbers for each Director; and
- Medical Certificate / Doctors medical report (Impairment should be substantially limiting long term or of recurring nature)

6.4.2.1.1 The points scored for the specific goals shall be added to the points scored for price and the total shall be rounded off to the nearest two decimal places.

6.4.2.1.2 The points scored will be rounded off to the nearest two (2) decimals.

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

### 7. PHASE V PRICE NEGOTIATION

Provincial Treasury (PT) reserves the right to enter into price negotiations after price calculations

## 8. Part 2 : OTHER BID REQUIREMENTS

### 8.1 LEGISLATIVE AND REGULATORY FRAMEWORK

8.1.1. This bid and all contract documents emanating thereof will be subject to the General Conditions of Contract (GCC) issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2022 Regulations. The Special Conditions of Contract (SCC) are supplementary to that of GCC. However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevails.

### 8.2 STANDARD BIDDING DOCUMENTS.

8.2.1. Bidders are required to submit legislative documents to comply to the policy to guide uniformity in procurement reform processes in Government. It is also a requirement for bidders to submit the other legislative documents as detailed below:

- **SBD 1** which is the Invitation to Bid Form.



- **Proof of authority** which is a company resolution for the capacity under which this bid is signed as per SBD 1.
- **Annexure A:** Pricing schedule, bidders must complete all the categories they are bidding for.
- **SBD 4:** Bidder's Disclosure.
- **SBD 6.1:** Preference points claim form.

### 8.3 Tax Compliance Requirements

- 8.3.1. It is a condition of this bid that the tax matters of the successful bidder(s) are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 8.3.2. The Tax Compliance status requirements are also applicable to potential foreign bidders / individuals who wish to submit a bid.
- 8.3.3. Bidders are required to be registered on the CSD and Provincial Treasury shall verify the bidder's tax compliance status through the CSD or through SARS.
- 8.3.4. Where Consortia / Joint Ventures /, each party must be registered on the CSD, and their tax compliance status will be verified through the CSD or through SARS.
- **Central Supplier Database.** A CSD registration report (full) and not summarized must be submitted by bidders preferably as at the last week prior to closing date and time.

## PART 3: AWARDING METHODOLOGY

### 9. BID STRATEGY

- 9.1. This bid consists of the following four (4) categories.
- 9.2. It must be noted that category A is periodic as the identified statutory documents are printed once per year others twice during the Medium-Term Budget Policy Statement (MTBPS) therefore job sustainability will be compromised. For Category A, responsive bidders will be appointed per department and per Public Entity.





- 9.3. Categories B, C, and D will be awarded to the departments and public entities per district in pairs and respective category as follows:

**19.3.1. TABLE 10: DISTRICTS SEGMENTATION FOR CATEGORY B, C AND D**

REGION	DISTRICT	AWARD
EASTERN	OR Tambo	1 <sup>st</sup> Highest Point Scorer.
	Alfred Nzo	
SOUTHERN	Buffalo City	2 <sup>nd</sup> Highest Point Scorer
	Amathole	
WESTERN	Nelson Mandela	3 <sup>rd</sup> Highest Point Scorer
	Sarah Baartman	
NORTHERN	Chris Hani	4 <sup>th</sup> Highest Point Scorer
	Joe Gqabi	

- 19.3.2. PT reserves the right to allocate additional districts should there be limited responsive bidders at its discretion. **The 5<sup>th</sup> and above point scorers, the allocation will be added to the 1<sup>st</sup> then as follow the sequence above.**

**SECTION C : CONDITIONS OF TRANSVERSAL CONTRACT**

**10. PRICING STRUCTURE REQUIREMENTS**

- 10.1 Bidders are required to complete a mandatory Pricing Schedule (**Annexure A**) as a response on how much the items will be charged. The Pricing Schedule (see Annexure A attached) must be submitted in two forms, as hardcopy which must be included in the bid document and in an excel spreadsheet saved in a USB/memory stick at the closing date and time of bid. Prices submitted in any other format will not be considered. All items must be prices for each and every category as incomplete pricing will lead to non-award of that particular category.
- 10.2 For the purpose of bidding process all bid prices must be inclusive of all costs and fifteen percent (15%) Value Added Tax. Failure to comply with this condition will invalidate the bid. It is a requirement that all prices must be inclusive of all applicable taxes, including VAT, unless the item is Zero- Rated. Therefore, all prices tendered are deemed to be inclusive of VAT. A bidder that was not registered for VAT at the time of award but subsequently becomes VAT registered cannot include VAT in the invoice, the contracted price thus remains and cannot be altered.



- 10.3 The pricing schedule will be accessible from the e-tender portal and Provincial Treasury website. All prices must be submitted as soft copies (excel spreadsheet using USB and hard copy in the file). All prices submitted as soft copy (excel – USB) and hardcopy in file must contain the same information.
- 10.4 The pricing schedule will be accessible from the e-tender portal and Provincial Treasury website. All prices must be submitted as soft copies (excel spreadsheet using USB and hard copy in the file). All prices submitted as soft copy (excel – USB) and hardcopy in file must contain the same information.
- 10.5 In a case where there is a legal dispute, the hardcopy version of the pricing schedule will be the legal document.
- 10.6 The prices **must** be inclusive of all direct and indirect related costs and be firm for the period of one year.

## 11. SUPPLIER DUE DILIGENCE

- 11.1 PT reserves the right to conduct supplier due diligence prior to final award or at any time during the transversal contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.

## 12. COUNTER CONDITION

- 12.1 Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders will result in the invalidation of such bids.

## 13. CONDITIONS OF THE CONTRACT

- 13.1. The successful Service Providers must be willing to work under pressure, always be available 24 hours, including weekend and public holidays and be able to print strategic books within 36 hours of an approved printer's proof.



- 13.2 Successful Services Providers should allow client **Department/ Public Entity** officials' access to their graphic designers who will be working on this project.
- 13.3 The successful Service Provider should confirm the stand-alone server / internet connection as documents must not be saved on the cloud for security reasons.
- 13.4 **The successful service provider for categories A, B and C must recruit within the first year of the contract a minimum of one (1) learner (youth) and retain them for a minimum period of two (2) years at service provider's cost.**
- 13.5 Pre-production sample will be requested from the successful service providers before bulk printing and signed off.
- 13.6 A copyright of the artwork and documents printed by the successful service providers belongs to the client department/Public Entity and none of the documents may be reproduced or distributed without a written approval from the client Department/Public Entity.
- 13.7 The client Departments/Public Entities can make any changes by providing the artwork if any of the documents are designed inhouse.
- 13.8 Failure to meet all the conditions of the contract will/may result in the cancellation of the award.

#### **14. RIGHT OF AWARD/ NON-COMMITMENT**

##### **PT RESERVES THE FOLLOWING RIGHTS:**

- 14.1. To award in part or in full;
- 14.2. Not to accept any of the bids submitted. Not to make any award of this bid,
- 14.3. To withdraw or amend any of the bid conditions by notice in writing to all bidders prior to closing of the bid and post award;
- 14.4. To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such;
- 14.5. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s);
- 14.6. to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be



deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the Provincial Tender bulleting and National Treasury e-tender Portal. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

- 14.7. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid;
- 14.8. To award a bid based on which bidder is offering the best value for money, even if such bid is not the lowest price;
- 14.9. In the event that an incorrect award has been made or an error occurred during evaluation and adjudication phase, PT reserves the right to remedy the matter in any manner it may deem fit;
- 14.10. To cancel and/or terminate the contract or part thereof, post the awards with consultation with the printer/service provider if is deemed necessary;
- 14.11. May cancel the contract for any misrepresentation that may be identified during the tenure of the contract;
- 14.12. To provide the awarded bidder with the artwork for any of the documents designed inhouse; and
- 14.13. Request further technical information from any bidder after the closing date and verify information and documentation.

## **15. MULTIPLE AWARD**

- 15.1 PT reserves the right to award the same line item to more than one bidder to address product availability, risks, compatibility, cost effectiveness and to provide to for various ranges in equipment.

## **16 RECOMMENDATION AND APPOINTMENT OF BIDDERS**

- 16.1 The Bid Evaluation Committee will recommend responsive bidders based on the evaluation criteria stipulated above.
- 16.2 The award of the Contract is subject to meeting all the requirements of the bid.

## **17 SUBMISSION OF BIDS**

- 17.1 Bidders must respond to the bid with returnable documents as follows:





- 17.1.1 All returnable documents as listed on the table 1 above (Check list) must be submitted with the bid at the closing date and time of the bid in a hard copy format.
- 17.1.2 One (1) original hard copy of the pricing schedule and one (1) memory stick or USB of the excel version of the pricing schedule marked with the bidder's name and **include the bid document in the USB.**
- 17.1.3 The hard copy of the bid response will serve as the legal bid document and must be accompanied by USB including the exact replica of the hard copy. Any discrepancies between the USB document and the original hard copy, the hard copy will take precedence.
- 17.1.4 Bidders **must not convert the Annexure A pricing schedule on the USB to PDF** to allow for easy evaluation process.
- 17.1.5 In order to simplify the evaluation process, Bidders are required to neatly subdivide their bid documents.
- 17.1.6 A bid should be submitted in a sealed envelope or sealed suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly visible.

## **18 LATE BIDS**

Bids received after the closing date and time, will NOT be accepted for consideration and where practicable, be returned unopened to the bidder.

## **19 COMMUNICATION AND CONFIDENTIALITY**

- 19.1 Strategic Procurement and Transversal Contracts within Supply Chain Management Office may communicate with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 19.2 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by PT (other than minor clerical matters), the bidder must promptly notify PT in writing of such discrepancy, ambiguity, error or inconsistency in order to afford PT an opportunity to consider what corrective action is necessary (if any).



- 19.3 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by PT will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- 19.4 All communication between the bidder and the PT Strategic Procurement and Transversal Contracts office must be done in writing.

## 20 CONTACT DETAILS

### 20.1 General

Supply Chain Management Office, Provincial Treasury, Shop No.4, Tyamzashe Building, Phalo Avenue, Bhisho, 5605

### 20.2 Bid Enquiries

All bid enquiries must be communicated via email to [Andiswa.Popi@ectreasury.gov.za](mailto:Andiswa.Popi@ectreasury.gov.za) / [Zosuliwe.Menziwa@ectreasury.gov.za](mailto:Zosuliwe.Menziwa@ectreasury.gov.za) no later than closing date of bid. Any enquiry communicated after five (5) days before the closing of the bid will not be responded to.

## SECTION D: CONDITIONS OF CONTRACTING

## 21 CONCLUSION OF CONTRACT

- 21.1 The Contract between Provincial Treasury and the preferred bidder/s (Supplier) collectively referred to as the Parties shall come into effect after the Supplier has been issued with an unconditional letter of acceptance to their bid.
- 21.2 The Service provider/(s) shall be appointed in terms of this bid. The following will form part of the contract documents between PT and Service Provider(s):
- a) Bid documents;
  - b) Letter of Appointment;
  - c) Service Level Agreement;
  - d) Completed Contract, Form SBD 7.1;
  - e) Award documents; and
  - f) Acknowledgement letter



- 21.3 In the event that there is any contradiction between the abovementioned documents, the special conditions of contract shall take precedent.
- 21.4 The contract period will be for thirty-six (36) months with an option to extend for further 24 months.

## **22 QUALITY**

- 22.1 Where specific specifications and/ or standards are applicable on materials and supplies, the quality of products shall not be less than the requirements of the latest edition of such specifications and/or standards.

## **23 DELIVERY BASIS**

- 23.1 Firm lead times for delivery must be agreed upon with the procuring entity during the contract period.
- 23.2 Transit and storage conditions applicable to the relevant products must be adhered to.

## **24 CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES**

### **24.1 CONTRACT ADMINISTRATION**

- 24.1.1 The administration and facilitation of the contract will be the responsibility of Strategic Procurement and Transversal Contracts and all correspondence in this regard must be directed to the following address:

**SCM Office, Shop No. 04 Tyamzashe Building, Phalo Avenue, Bhisho, 5605**

- 24.1.2 Service provider must advise the Strategic Procurement and Transversal Contracts Unit in PT immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished to: [portia.hashe@ectreasury.gov.za](mailto:portia.hashe@ectreasury.gov.za) / [nosipho.ngcebetshe@ectreasury.gov.za](mailto:nosipho.ngcebetshe@ectreasury.gov.za)

### **24.2 SUPPLIER PERFORMANCE MANAGEMENT**

- 24.2.1 Supplier performance management will be the responsibility of the Participating State Institutions and where supplier performance disputes cannot be resolved between the Supplier and the relevant Participating Institution, Provincial Treasury: Transversal Contracting must be contacted for corrective actions.



24.2.2 Successful Supplier will have their performance scored annually. Provincial Treasury will provide a template to the institutions which will be used to measure annual performance in terms of the contract. Supplier who scores the unacceptable performance rating may not be awarded future contract of the same bid and may have the contract terminated prior to the end of contract period.

24.2.3 Supplier performance is based on the roles stipulated on the scope of work and as well as the service level agreement.

## **25 PLACEMENT OF ORDERS AND PAYMENTS**

25.1 Orders will be placed by participating departments and Public Entities who will be responsible for the payment to Service Provider for goods delivered and/or services rendered.

25.2 Service providers should note that each individual purchasing institution is responsible for generating the order(s) as well as the payment(s) thereof.

25.3 Service providers should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s).

25.4 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the service provider deviate from the orders issued by the purchasing institutions.

25.5 The purchasing institution may request that a service provider to submit a sample of document to the purchasing institution for approval before mass production related to that order is finalised.

25.6 The procuring institution is under no obligation to accept any quantity which is in excess of the ordered quantity.

## **26 DELIVERY**

26.1 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been effected.

26.2 In respect of items awarded to them, service provider must adhere strictly to the delivery lead times agreed upon.

26.3 Deliveries not complying with the order forms will be returned to the service provider at the service provider's expense.

26.4 Provincial Treasury reserves the right not to approve any change of specification/brand.





## **27 BREACH OF CONTRACT**

PT reserves the right to terminate the contract(s) if the Service Provider does not honour contract(s) obligations including submission of information.

## **28 POST AWARD REPORTING**

PT will conduct meetings with the end users and Service Providers to discuss Transversal Contracting issues.

## **29 SECURITY AND CONFIDENTIALITY INFORMATION**

- 29.1 All successful service providers **may** be subject to a State Security Agency (SSA) clearance process which will be facilitated by Provincial Treasury.
- 29.2 PT may enforce section 23 (termination for default) of General Condition of Contract in a case where the supplier's clearance has a negative outcome.
- 29.3 The service provider will regard all information which he/she obtains or is entrusted with concerning the participating department or its members whilst executing the contract, as confidential, secret or top secret.
- 29.4 The service provider, his/her employees, or agents may not make any such information obtained or entrusted with to any other person or to the media.

## **30 PRICING STRUCTURE**

### **30.1 PRICE ADJUSTMENT PERIODS**

Bidder(s) must complete all relevant fields of the Pricing Schedule (Annexure A) attached hereto. Bidders must submit their financial proposals on a fixed fee for year 1, as no price adjustments shall be entertained during that period. The pricing escalation for year two (2), year three (3) and subsequent years shall not exceed the applicable period's Consumer Price Index (CPI). PT may use the applicable formula in the industry for calculation of price escalation.

**"The Department reserves the right to enter into price negotiations with recommended bidder in line with the market related prices"**

### **30.2 GENERAL**

- 30.2.1 Unless prior approval has been obtained from Provincial Treasury, Transversal Contracts, no adjustment in contract prices will be made.



30.2.2 Application for price adjustment must be accompanied by documentary evidence in support of any adjustment.

30.2.3 Contract Price Adjustment (CPA) application will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.

30.2.4 In the event where the service provider's CPA application, based on the above formula and parameters, differs from Transversal Contracting verification, Transversal Contracting will consult with the supplier to resolve the differences.

30.2.5 Bidders are referred to the paragraph regarding counter conditions.

30.2.6 PT reserves the right to negotiate a price adjustment or not to grant any price adjustment.

## 31 MONITORING

31.1 Monitoring audits may be conducted periodically and randomly by the Provincial Treasury, Participating Institutions or by a Supplier appointed to determine continuous compliance and terms of contract. Provincial Treasury, in collaboration with the other Participating Institutions will monitor the performance of contracted service provider and maintain a scorecard for compliance to the terms of this contract as follows:

- Compliance to delivery lead times;
- Percentage of orders supplied in full first time;
- Compliance with reporting requirements according to reporting schedule; and
- Provincial Treasury may hold quarterly meetings with service provider/s to assess service providers performance.

31.2 PT may conduct random audit(s) with or without prior appointment arrangements with the appointed service provider (s).

31.3 PT will conduct meetings with the participating State institutions Service Providers to discuss transversal contracting issues.

31.4 PT may request Participating Institutions to impose penalties, where deemed necessary, as per Section 21 and 22 of the General Conditions of Contract.

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

## 32 TERMINATION

32.1 PT shall be entitled to terminate this agreement if one or more of the following occur:

- The service provider decides to transfer the contract or cede the contract;



- The service provider does not honour contractual obligations including submission of information;
- The service provider is provisionally or finally liquidated, making it impossible to perform its functions in terms of this contract;
- The service provider enters into settlement arrangements with their creditors;
- The service provider commits an act of insolvency;
- In the event that the Service Provider is a member of an unincorporated joint venture or consortium and the membership of such joint venture or Consortium changes;
- There is a change in ownership of the service provider that has the effect that over 50% ownership of the contractor belongs to the new owner without prior written approval of PT; and
- Overall poor performance rating during the contract period.



## **BIDDER'S DISCLOSURE**

### **1. PURPOSE OF THE FORM**

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

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

### **2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

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





- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3  
ABOVE IS CORRECT.**

**I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS  
OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING  
AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM  
SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature Date

.....  
Position Name of bidder



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- **the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).**

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) **The applicable preference point system for this tender is the 90/10 preference point system.**
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the **90/10** or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & \mathbf{Ps} = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Eastern Cape printing facility	3	
Women	3	
Youth	2	
Disability	2	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **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](http://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.

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



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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
<b>32. Taxes and duties</b>	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
<b>33. National Industrial Participation (NIP) Programme</b>	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.
<b>34 Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)