



health

Department of
Health
North West Province
REPUBLIC OF SOUTH AFRICA

Cnr Sekame & First Street
New Office park
Mafikeng, 2745
Private Bag X2068
MMABATHO, 2735

Tel: (018) 391 4386
Enq: Ms N. Tshabalala
nsegwabanyane@nwpg.gov.za
www.nwhealth.gov.za



SUPPLY CHAIN MANAGEMENT DIRECTORATE

INVITATION TO BID: NWDOH 26/2021: PRINTING, SUPPLY AND DELIVERY OF MEDICAL STATIONERY AND PROMOTIONAL MATERIALS FOR HEALTH ON INSTITUTIONS IN THE NORTH WEST PROVINCE FOR A PERIOD OF THREE (03) YEARS.

Open bids are hereby invited for Printing, supply and delivery of medical stationery and promotional materials for Health on institutions in the North West province for a period of three (03) years.

The conditions contained in the Preferential Procurement Policy Framework Act and 2017 PPPFA Regulations, National Treasury Implementation Guide: Preferential Procurement Regulations 2017, the General Conditions of Contract (GCC) i.e. Annexure "A" and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.

1. The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
2. All the documents accompanying this invitation to bid must be completed in detail where applicable, and together with all documentation required in considering the bid, be sealed in an envelope and be deposited in the bid box before the closing date and time.
3. The proposals in a sealed envelope and marked with the Bid Number , Company Name, Closing Date and Closing Time should be deposited in the Bid Box situated at the entrance of the **Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho [Behind the Crossing Mall]. No correspondence will be entered into regarding non-submission/attachment of required documents after bid closure. Failure to submit all the required documents will render your bid non-responsive**
4. Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked:

Bid number : NWDOH 26/2021

Company Name :

Closing date : 26 OCTOBER 2021

Closing time : 11H00

NB. DUE TO COVID 19 DISASTER MANAGEMENT REGULATIONS, THERE WILL BE NO BRIEFING SESSION HOWEVER TECHNICAL QUESTIONS OR ENQUIRIES CAN BE SEND

TO Mr T. LEKGETHWANE VIA EMAIL (TLekgethwane@nwpg.gov.za) or Mr . O. KGABI (OKgabi@nwpg.gov.za)

No telegraphic or facsimile bids will be considered.

5. In terms of the PFMA Treasury Regulations 2005;-

A. **Regulation 16A9. 1 [e] and [f]** the Accounting Officer of the Department may-

- i. Reject a proposal for the award of a contract if the recommended bidder has committed a corrupt or fraudulent act in competing for the particular contract, or
- ii. Cancel a contract awarded to a supplier of goods or services
 - If the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract, or
 - If any official or other role-player committed any corrupt or fraudulent act during the bidding process or the execution of that contract that benefitted that supplier.

B. **Regulation 16A9.2 [a] and [b]** the accounting officer or accounting authority-

i. May disregard the bid of any bidder if that bidder, or any of its directors-

- Have abused the institution's supply chain management system
- Have committed fraud or any other improper conduct in relation to such system.

C. Bidders may NOT buy gifts for or ask for cell phone numbers from Bid Committee Members or contract managers during briefing sessions, evaluation and adjudication of bids. In terms of the **NATIONAL TREASURY MINUTE 3/3/2/10 DATED 23 APRIL 2006-CODE OF CONDUCT FOR BID ADJUDICATION COMMITTEES** governing the Conduct of all Bid Committees, Stakeholders and SCM Practitioners involved in the SCM processes:-

- i. Bid information and documentation are confidential
- ii. No unauthorized communication should be made with a bidder/contractor by any member, stakeholder or SCM Practitioner prior to or after any meeting during the evaluation and adjudication of bids

D. In terms of the **NATIONAL TREASURY SCM PRACTICE NOTE NUMBER: SCM 4 OF 2003; CODE OF CONDUCT FOR SUPPLY CHAIN MANAGEMENT PRACTITIONERS -**

"6.5. No person should:-

"6.5.1 Interfere with the supply chain management system of an institution

“6.5.2 Amend or tamper with any bid after its submission

6. Bidders should ensure that all the relevant documentation required in considering bids are submitted. **No correspondence will be entered into regarding non-submission/attachment of documents. Failure to submit all the required documents will render your bid non-responsive**
7. The Department will not be held responsible for missing or duplicated documents. **Bidders are required to sign, number sequentially and put a company stamp on each page of the bidding documents. Bid documents must be binded.**
8. It is the ultimate responsibility of every bidder to ensure that his/her bid is duly deposited in the Bid Box situated at the entrance of the Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho on time before the closing date and time. **The Department of Health shall not be held responsible for any couriered bid documents that do not reach the Bid Box by the Closing date and time. – Couriered documents must be deposited in the bid box by Couriers before the closing date and time .No correspondence will be entered into regarding late bids and couriered documents that were not deposited in the bid box by the bid closing date and time.**
9. The Department of Health reserves the right to accept any bid in whole or in part and the Department **does not bind itself to accept the lowest or any bid in whole and price alone is not a determining factor.**
10. National Treasury has per Circular no 1 OF 2015/2016 dated 21 December 2015 given instructions to all PFMA Institutions that with effect from 01 April 2016, no quotation or bid may be awarded to any supplier who is not registered as a Prospective Supplier on the National Treasury Central Service Provider Database [CSD]]. If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid. Bidders should further note that the Central Supplier Database (CSD) will be utilized to confirm compliance to tax and other related matters. It is therefore the bidder's responsibility to ensure compliance in all respects.
11. For more information please contact the following:

ADMINISTRATION ENQUIRES:

- Ms N. Tshabalala 018 391 4386/ NSegwabanyane@nwpg.gov.za
- Ms R. Setena 018 391 4559/ RPSetena@nwpg.gov.za

TECHNICAL ENQUIRIES:

- Mr T. Lekgethwane 018 391 4194 TLekgethwane@nwpg.gov.za
- Mr O. Kgabi 018 391 4306 OKgabi@nwpg.gov.za

Potential bidder(s) must reduce all telephonic enquiries to writing and send them to the above email addresses.

CONDITIONS TO BID

This bid is issued under the condition that the bidder should at any stage during production or execution or on completion of the bid be subject to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Health or organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the land available, apparatus which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified. The bidder also agrees that the financial standing of the bidder may be examined as part of the inspection

12. BID REQUIREMENTS

- Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
- Bids will be valid for a period of 90 days.
- All bid prices must be quoted in South African currency and must be VAT inclusive.
- All the Relevant Forms attached to this bid document must be completed and signed in black ink where applicable by a duly authorized official. Use of tippex and pencil in the bid document are not allowed. Where cancellation has been made, bidders should endorse with a signatures

11 MANDATORY BID ADMINISTRATION DOCUMENTS TO BE SUBMITTED BY ALL BIDDERS:

- 11.1 National Treasury has per **NATIONAL TREASURY INSTRUCTION NO.1 OF 2015/2016 ADVERTISEMENT OF BIDS AND THE PUBLICATION OF AWARDS ON THE e-TENDER PUBLICATION PORTAL dated 01 April 2015** prescribed the mandatory advertisement of bids on the retender Publication Portal by all departments. Constitutional institutions and public entities listed In Schedules 2 and 3 to the Public Finance Management Act (PFMA). 1999 (Act No.1 of 1999), hereafter referred to as PFMA compliant institutions. This application is aimed at ensuring that all potential service providers have easy access to advertised bids and are provided with an opportunity to supply PFMA compliant institutions with goods and services, as they may require. With effect from 1 May 2015, all PFMA compliant institutions must submit the following information to the relevant treasury's e-Tender Publication Administrator in support its advertisement:

- (a) Bid description;
 - (b) Bid number;
 - (c) Name of the PFMA compliant institution;
 - (d) The place where the bid is required;
 - (e) The closing date and time of the bid;
 - (f) The PFMA compliant institution's contact details (postal and physical address, Telephone number, etc.);
 - (g) The place where bids can be collected;
 - (h) The place where bids should be delivered; and
 - (i) The bid document, that is,
- Invitation to Bid-which explains the mandatory bid administration requirements and the evaluation criteria, to be complied with by all bidders.
 - Mandatory SBD Forms Prescribed by National Treasury- to be completed by all Bidders without exception
 - Technical Bid Specifications/Terms of Reference OR Bill of Quantities requirements - depending on the technical nature of the bid.

11.2 MANDATORY BID ADMINISTRATIVE REQUIREMENTS/CRITERIA TO BE USED IN EVALUATING A BID

The National Treasury **Supply Chain Management Circular Ref 3/4/3/2/10 dated 10 May 2005**: Page 2 Paragraph 1 stipulates that "Bids may only be evaluated in accordance with the evaluation Criteria stipulated in the bid documentation"

All the under-mentioned documentation /criteria required to evaluate this bid must be sealed in an envelope and be deposited in the bid box before the closing date and time.

ALL BIDDERS ARE REQUIRED TO ENSURE THAT THE FOLLOWING DOCUMENTS ARE ATTACHED:-

- (a) Original, fully completed and signed applicable mandatory SBD Bid Documents and Preference Claim Forms in terms of the Preferential Procurements Regulations and National Treasury SCM prescripts. **NB. All Bidders are required to fully complete the mandatory SBD forms as required by the National Treasury PFMA prescripts and the PPPFA Regulations AND to fully complete all other forms as required by the specification, without fail. Any bidder having not complied with these requirements shall be disqualified.**

Certified copies of Identity Documents of the Directors / Main Shareholders of the company must not be older than six months.

NB. REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[AMENDED BY G.N. R1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11 JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]- CONSTITUTIONAL AND JUSTICE DEPARTMENT

The above RSA Proclamation /Government Gazette governs the Appointment the Commissioners of Oaths and certification of documents and provide as follows:-

PROCEDURE FOR CERTIFYING DOCUMENTS

- a. *"If the Commissioner of Oaths is sure that the copy is in fact a true copy of the original document and no unauthorised amendments have been made, the commissioner of oaths must write down or stamp that he/she certifies that the document is a true copy of the original document and that there are no indications that the original document has been altered by an unauthorised persons."*
- b. *"Thereafter the Commissioner of oaths must append a signature and also print out name, designation, contact particulars and date[...of certification]"*

"LEGAL IMPLICATIONS

"6 *.If copies of documents are not certified correctly as true copy of the original, the Commissioner of Oaths who certified the documents, may find himself/herself in the Court as a co-accused for assisting someone to commit fraud or as a witness to give evidence on the falsified documents"*

COMPANIES INTELLECTUAL PROPERTY COMMISSION –NOTICE NUMBER 45 OF 2016- OBJECTION REGARDING CERTIFICATION OF DOCUMENTS-PROVIDE AS FOLLOWS:-

"CPIC has observed the inconsistency of certified documents submitted for various transactions. Certification of documents must have the following:-

- "1. There must be clear full names, surnames and signature of the person who certifies the document."*
- "2. In the event of certification being done by SAPS, then in addition to the above, there must be a Force Number.*
- "3. There must be Practise Number where an Auditor or Accounting Officer are certifying the documents.*
- "4. Certification stamp date MUST NOT BE OLDER THAN SIX MONTHS."*

COMPANIES INTELLECTUAL PROPERTY COMMISSION –NOTICE NUMBER 54 OF 2016- REQUIREMENTS REGARDING CERTIFICATION OF DOCUMENTS-effective from 01 November 2016-provides as follows:-

"The following amongst other things must be complied with when certifying the document as a true copy of the original

- "Certification date stamp must not be older than six months"*
- "The full names and surname, date, designation and signature of the Commissioner of Oaths who certifies the document"*
- "The Commissioner of Oaths must append a signature and also print out name, designation, contact particulars and date"*

(b) Valid Tax Clearance Certificate/ Tax Compliance Status PIN or CSD Report- The Department will also verify the tax compliance status of bidder

(c) Only Bidders who collect bid documentation from the Health Department must attach a General Revenue Receipt of **Two Hundred Rand (R200-00)**. Original or Copy of stamped Bank Deposit slip or Electronic Transfer printout or Departmental Revenue Receipt reflecting the name of the Bidder and Bid Number –**Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement**

Bank Name	: FNB
Account Name	: NW Health
Account holder	: NWPG
Branch code	: 250655
Account number	: 62811730747

(d) Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. **NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company.**

(e) Bidders are required to submit original and valid B-BBEE Status level Verification Certificate or certified copies thereof, or confirmation letter, together with their bids, to substantiate their B-BBEE rating claims. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017

(f) Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE.

(g) **In the case of joint venture (JV) or Consortium the following documents must be attached to the Bid documents:-**

- Valid Tax Clearance Certificate of all Partners-Valid Tax Clearance Certificate / Tax Compliance Status PIN or CSD Number- The Department will also verify the tax compliance status of bidder
- Certified copies of Identity Documents of all Directors / Main Shareholders of the company must not be older than six months.- **[IN COMPLIANCE WITH REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[AMENDED BY G.N.R 1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11 JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]-CONSTITUTIONAL AND JUSTICE DEPARTMENT read together with COMPANIES INTELLECTUAL PROPERTY COMMISSION –NOTICE NUMBER 45 and 54 OF 2016- CERTIFICATION OF DOCUMENTS]**
- Joint venture agreement duly signed by all parties
- Only Bidders who collect bid documentation from the Health Department must attach a General Revenue Receipt of **Two Hundred Rand (R200-00** [Original or Copy]—Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement
- A certificate or agreement regarding shareholder -ship of members
- Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.- **NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company**
- Original Certificate or Original Certified copy of the Consolidated B-BBEE Status level verification Certificate or confirmation letter.-An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017--Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points

for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE

- (h) A Trust, consortium or a joint venture are required to submit a Consolidated-BBEEE Status Level Verification Certificate for every separate bid
- (i) Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids

NB. SHOULD ALL THE DOCUMENTS STATED ABOVE NOT BE ATTACHED, YOUR BID WILL BE DECLARED INVALID.

All the bid documents should be completed, signed and sealed in an envelope and deposited in the Bid Box, situated at the entrance of the **Department of Health North West, New Office Park Building, Ground Floor, Corner First Street and Sekame, Mmabatho.**

12. VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

- AO/AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:
 - Tenderers other than EMEs
 - I. Verification agencies accredited by SANAS; or
 - Tenderers who qualify as EMEs
 - II. Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

13. VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

13.1 Verification agencies accredited by SANAS

- 13.1.1 These certificates are identifiable by a SANAS logo and a unique BVA number.
- 13.1.2 Confirmation of the validity of a B-BBEE Status Level Verification Certification can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on <http://www.sanas.co.za/directory/bbee default.php>
- 13.1.3. The relevant BVA may be contacted to confirm whether such a certificate is valid.
- 13.1.4 As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:
 - The name and physical location of the measured entity

- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date expiry;
- The certification number for identification and reference;
- The scorecard that was used (for example QSE, Specialized or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity

14. VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

- 14.1. In terms of the Generic Codes Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME
- 14.2 in instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. In such instances, the relevant sector Charter threshold will therefore be used as a basis for a potential bidder to qualify as an EME. (For example the approved threshold for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively)
- 14.3 An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the preferential procurement regulations 2017.
- 14.4 An EME that is regarded as a Specialized Enterprise is required to submit a sworn affidavit confirming their annual turnover/allocated budget/ gross receipt of R10 million or less and level of percentage black beneficiaries to claim points as prescribed by regulation 6 and 7 of the preferential procurement regulations 2017.
- 14.5 An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate

15. FUNCTIONAL REQUIREMENTS

The evaluation criteria for measuring functionality, the weight of each criterion, the applicable values as well as the minimum qualifying score for functionality are contained in the technical Bid Specifications.

16. **2017 PPPFA REGULATIONS: 2017 NATIONAL TREASURY IMPLEMENTATION GUIDE**
"14. SUB CONTRACTING AS A CONDITION OF TENDER FOR PROCUREMENT ABOVE R30 MILLION [Regulation 9]

"14.1 The regulation states that if feasible to contract above 30 million, an organ of state must apply sub-contracting to advance designated groups."

"14.2 The term "feasible" is used in recognition of the fact that it may not always be possible to sub-contract in all tenders due to the nature of some tenders for instance, it may not be possible to sub-contract one piece of machinery that is above 30 million."

"14.9 In the case of construction and built environment sectors nothing prevents bidders / contractors /suppliers to select sub-contractors from the CIDB database who are registered on the CSD for the purposes of compliance with minimum 30% compulsory sub-contracting provisions"

"14.12 The responsibility to sub-contract with competent and capable sub-contractors rests with the main contractor/supplier "

16. EVALUATION CRITERIA FOR THIS BID IS AS FOLLOWS

90/10

- 90 = Price

NOTE: All bid price/s should be VAT inclusive.

- 10 = Preferential Points(Points will be allocated according to B-BBEE Rating)

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (90/10)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non- compliant contributor	0



CHIEF DIRECTOR: SCM

DATE: 2021 09 27

COMPLIANCE CHECKLIST		
NB. THE BIDDERS MUST COMPLETE THE CHEKLIST TO VERIFY/CONFIRM WHETHER A BIDDER HAS ATTACHED ALL OF THE MANDATORY BID ADMINISTRATIVE REQUIREMENTS		
NO	REQUIREMENT	HAVE YOU ATTACHED Answer Yes or No YES or NO
1	Compulsory Briefing session	N/A
2	General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department-.Original Bank Deposit slip or Electronic Transfer printout or Departmental Revenue Receipt reflecting the name of the Bidder and Bid Number. NB-Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement	
3	Original, fully Completed and signed applicable Bid Documents and Preference Claim Forms in terms of the Preferential Procurement Regulations. NB. All Bidders are required to fully complete the SBD forms as required by the National Treasury PFMA prescripts and the 2017 PPPFA Regulations <u>AND</u> fully complete all other forms as required by the specification, without fail. Any bidder having not complied with these requirements shall be disqualified. [Each of the following SBD form must be fully completed and signed.]	
3.1	Availability of signed and fully completed SBD 1- Invitation to bid	
3.2	Availability of signed and fully completed SBD 3.2- Pricing Schedule – Non Firm Prices	
3.3	Availability of signed and fully completed SBD 4-Declaration of Interest	
3.4	Availability of signed and fully completed SBD 6.1 -Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017	
3.5	Availability of signed and fully completed SBD 8- Declaration of Bidders past Supply Chain Management practices.	
3.6	Availability of signed and fully completed SBD 9-Certificate of Independent Bid Determination	
4	Certified copies of Identity Documents of all Directors / Main Shareholders of the company must not be older than six months.- [IN COMPLIANCE WITH REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[AMENDED BY G.N. R 1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11JULY 1980 AND G.N.R 774 OF 23	

	APRIL 1982]-CONSTITUTIONAL AND JUSTICE DEPARTMENT read together with COMPANIES INTELLECTUAL PROPERTY COMMISSION – NOTICE NUMBER 45 and 54 OF 2016- CERTIFICATION OF DOCUMENTS]	
5	Valid Tax Clearance Certificate / Tax Compliance Status PIN or CSD Report- <i>Indicate the expiry date[s] of all the TCC</i> The Department will also verify the tax compliance status of bidder	
6	Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company without fail	
7	TOTAL BID PRICE INCLUDING VAT AMOUNT.....	
8	Bidders are required to submit original and valid B-BBEE Status level Verification Certificate or certified copies thereof, or confirmation letter, together with their bids, to substantiate their B-BBEE rating claims. Confirmation not older than six months. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017- -Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	

9 IN THE CASE OF JOINT VENTURE (JV) OR CONSORTIUM THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THE BID DOCUMENTS		
9.1	Valid Tax Clearance Certificate of all Partners-Valid Tax Clearance Certificate / Tax Compliance Status PIN or CSD Number- The Department will also verify the tax compliance status of bidder <i>Indicate the expiry date[s] of all the TCC of the JV partners.</i>	
9.2	Copies of Identity Documents of all Directors / Main Shareholders of all Parties to the Joint Venture must not be older than six months.- [IN COMPLIANCE WITH REGULATIONS GOVERNING THE ADMINISTERING OF AN OATH OR AFFIRMATION-PROCLAMATION NO.R 1258 DATED 21 JULY 1972[AMENDED BY G.N. R 1648 OF 19 AUGUST 1977, G.N.R 1428 OF 11JULY 1980 AND G.N.R 774 OF 23 APRIL 1982]-CONSTITUTIONAL AND JUSTICE DEPARTMENT read together with COMPANIES INTELLECTUAL PROPERTY COMMISSION – NOTICE NUMBER 45 and 54 OF 2016- CERTIFICATION OF DOCUMENTS]	
9.3	<i>Joint venture agreement duly signed by all parties</i>	
9.4	<i>General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department.-Original Bank Deposit slip or Electronic Transfer printout or Departmental Revenue Receipt reflecting the name of the Bidder and Bid Number</i> NB–Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement	
9.5	Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.- NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, certificates which indicate the names of all Directors or main shareholders of the Company, without fail.	
9.6	Original Certificate or Original Certified copy of the Consolidated B-BBEE Status level verification Certificate or confirmation letter. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017- Bidders who do not submit B-BBEE Status level Verification	

	Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	
10	A Trust, consortium or a joint venture are required to submit a consolidated B-BBEEE Status Level Verification Certificate for every separate bid	
11	Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids	
12	Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked: Bid number : NWDOH 26/2021 Company Name : Closing date : 26 OCTOBER 2021 Closing time : 11H00	
13	<i>Address and contact details:</i>	

SIGNATURE BY BIDDER:

DATE:



health

**Department of
Health
North West Province
REPUBLIC OF SOUTH AFRICA**

Gnr Sekame & First Street
New Office park
Mafikeng, 2745
Private Bag X2068
MMABATHO, 2735

Tel: 018 391 4194/5
Enq: Mr T. Lekgethwane
www.nwhealth.gov.za



DIRECTORATE: MEDIA AND COMMUNICATIONS

1. NAME OF BID

Printing, supply and delivery of medical stationery and promotional materials for Health Institutions in the North West Province for a period of three (03) years.

2. PURPOSE OF BID

To invite bids for printing, supply and delivery of medical stationery and promotional materials for Health institutions in the North West Province for a period of three (03) years.

3. BACKGROUND INFORMATION

The contract term has lapsed at the end of July 2019 and it was extended until 31 January 2020, and currently procurement of medical stationery is being sourced through quotations.

4. EXPECTED DELIVERABLES AND OUTCOMES

a) Availability of medical stationery and promotional material at Health Institutions

5. TIME FRAME/DURATION OF TENDER

Three (03) Years

6. TECHNICAL SPECIFICATION

6.1 ANNEXURE A – PRINTING OF MEDICAL STATIONERY

ITEM NO	ITEM DESCRIPTION	FORM CODE	MINIMUM PACKAGING REQUIRED	PRICE
1.	OUTPATIENT PRESCRIPTION BOOK – need to comply with Good Pharmacy Practice regulations Continuous stationery: 100 Triplicate printed 1 side 1 colour pages (300 leaves) numbered from 1-100 1 st two pages must be perforated on top (so pages can tear out and be removed) Paper : NCR All White Size: 210mm x297mm (A4) Cover: grey cardboard (one loose A4 per book)	NWI 10.1	10 Books	
2.	PHARMACY APPOINTMENT CARD A5 folded to A6, PRINTED BOTH SIDES side on 90g Tokai outside blue, inside white.	NWI 10.3	500 cards	
3.	INPATIENT PRESCRIPTION SHEET (FOLDER) Tri folded into A4 size. Printed both side on 160gsm paper		500 folders	
4.	CREDIT REQUEST FORM (MEDICAL STORE) Continuous stationery: 100 Triplicate printed 1 side 1 colour pages (300 leaves) numbered from 1-100 1 st two pages must be perforated on top (so pages can tear out and be removed) Paper : NCR All White Size: 210mm x297mm (A4) Cover: grey cardboard (one loose A4 per book)		10 Books	
5.	FOUR HOURLY TEMPERATURE CHART VITAL SIGNS A4 forms printed 1 colour both sides on 80g bond	NWI 22	500 sheets	
6.	FAMILY PLANNING BOOKLET A4 folded Health cards: printed 1 colour throughout 8 pages stabled saddle stitched on last fold. Cover : 200gsm Eltoro Text : 8 pages 80g bond	NWI 23	1000 cards	Will get a sample of the smaller and latest card

7.	OUTPATIENT DEPARTMENT CARD 125mm x85mm cards Printed 2 colour 1 side & 1 colour the other side on 200g Eltoro	NWI 25	500 cards	
8.	OUTPATIENT AND CASUALTY DEPT A4 printed on 8 pages +cover printed 1 colour throughout. Text printed on 70g bond & cover on 160g Eltoro	NWI 26.1	500 cards	
9.	ORAL HEALTH CARD (EP 104) A4 cards printed 1 colour both sides on 160g Yellow Tokai Board	NWI 32	1000 cards	
10.	DEPARTMENT OF PHYSIOTHERAPY A4 cards printed 1 colour both sides on 160g Blue Tokai Board	NWI 134	500 cards	
11.	MORTUARY TAG SLIP 148mm x 80mm card printed 2 colour 1 side on 200g Eltoro Board	NWI 152	1000 cards	
12.	DISCHARGE SLIP A4 forms printed 1 colour both sides on 80g bond Duplicate and perforated for easy removal/Carbon copy	NWI 198	1000 sheets	We need to re-look at the number of sheets and consider duplicate/triplicate
13.	PERSONAL HEALTH A4 forms printed on 1 colour both sides on 200g Eltoro Board	NWI 257	1000 sheets	
14.	SPEECH THERAPY DEPARTMENT A4 cards printed on 1 colour both sides on 210g Pink Tokai Board	NWI 261	200 cards	
15.	OCCUPATIONAL THERAPY REFERRAL CARD(TPH GREEN CARD) A3 folded A4 printed on 1 colour both sides on Green colour Tokai Board 200g	NWI 262	200 cards	
16.	SOCIAL WORKER REFERRAL CARD			
17.	APPOINTMENT CARD A5 folded to A6,printed on blue and white colour both sides on 200g Tokai Board	NWI 263	500 cards	
18.	PATIENT TREATMENT CARD A3 folded into A4 printed 1 colour on both sides on 160g pink Tokai Board	NWI 264	1000 cards	
19.	HEALTH REPORT CARD A4 forms printed 1 colour on both sides on 200g Tokai Board	NWI 265	500 cards	

20.	PATIENT CLINIC/HOSPITAL CARE A4 cards printed 1 colour on 200g Blue Tokai both sides	NWI 267	500 cards	
21.	FLOW CHART: NEONATAL INTENSIVE CARE UNIT 62mm x81mm cards printed 1 colour both sides on 200g Eltoro Board	NWI 268	500 cards	
22.	FLOW CHART: GENERAL CORONARY INTENSIVE CARE UNIT 62mm x81mm cards printed on 1 colour both sides on 80gram paper	NWI 269	500 cards	
23.	HEALTH REPORT CARD 230mm x 540mm cards printed on 1 colour both sides on 200g Pink Tokai Scored twice	NWI 272	1000 cards	
24.	CONSENT FORM A3 forms folded to A4 printed on both sides on 80g Bond	NWI 20	2500 forms	
25.	INFANT FEEDING CHART A4 forms printed both sides on 1 colour on side 80g Bond	NWI 21	2500 forms	
26.	PATIENT FILES Files printed on 1 colour on 1 side Die-cut, creased & glued size 545mm x 390mm folded and Printed on 200g Blue Tokai Board	NW I 24	5000 files	Include home language
27.	CASE HISTORY SHEET A4 forms printed on 1 colour on both sides on 100g Scala Ledger	NWI 26	5000 forms	
28.	CASE HISTORY SHEET A4, 6 page booklet printed 1 colour both side outer cover 100g inside pages 80g bond	NWI 26.1	250 booklets	
29.	DIET SHEET A4 forms printed on 1 colour on both sides on 80g Bond	NWI 58	1000 forms	
30.	SURGICAL CASE SHEET A4 forms printed on 1 colour 1 side 80g bond	NWI 45	1000 forms	
31.	MATRONS DAY AND NIGHT REPORT A4 forms printed on 1 colour on both sides on 80g bond	NWI 66	1000 forms	

32.	APPLICATION FOR TRANSFER OF A PATIENT Continuous stationery: duplicate printed 1 side 1 colour Paper : NCR All White Size: 210mm x305mm	NWI 67	1000 forms	
33.	DIABETIC CONTROL CARD A4 forms printed on 1 colour on sides on 1 side on 80g Bond	NWI 71	1000 forms	
34.	INTAKE AND OUTPUT FLUID CHART A4 forms printed on 1 colour on both sides on 80g Bond	NWI 73	1000 forms	
35.	BLOOD PRESSURE CONTROL CHART A4 forms printed on 1 colour on both sides on 80g Bond	NWI 74	1000 forms	
36.	MORTUARY REGISTER A3 register printed on 1 colour on both sides with 250 pages Internals: 120gsm cartridge (banded hard cover)	NWI 77	5 registers	
37.	RADIOLOGICAL REQUEST FORM A4 forms printed on 1 colour on 1 side & padded to pads of 100 leaves each, X-Ray Request forms to be in Triplicate	NWI 79	250 forms	
38.	PROBLEM ORIENTATED PATIENT RECORD A4 paper printed 1 colour on 1 side 80g White Bond	NWI 76	1000 Sheets	
39.	DEPARTMENT OF ANESTHESIA A4 paper printed 1 colour on 1 side 80g White Bond	NWI 78	1000 Sheets	
40.	BLOOD TRANSFUSION A4 forms printed on 1 colour on both sides on 80g Bond	NWI 129	1000 pads	
41.	PRE– OPERATIVE CHECKLIST A4 forms printed on 1 colour on both sides on 80g Bond	NWI 145	1000 forms	
42.	REFERRAL FROM HOSPITAL TO CLINIC Two pages A4 paper printed on 1 colour 1 side 80g White	NWI 80	1000 forms	
43.	INTENSIVE CARE UNIT CHART 400mm x 602mm sheets printed on 1 colour on 1 side on 80g Bond	NWI 199	1000 forms	Heading (INTENSIVE CARE CHART) to be changed to HIGH CARE CHART, tidal volume to be changed to SpO2,FiO2 to be changed to O2 ,erase all respiratory parameters and replace with glasgow coma

				scale, add blood transfusion column below
44.	NURSING CARE PLAN FORM A4 forms printed on 1 colour on both sides on 80g Bond	NWI 250	1000 forms	
45.	HIV TEST INFORMED CONSENT FORM A4 forms printed on 1 colour on both sides on 80g Bond	NWI 253	1000 forms	
46.	OPERATION LIST FORM A4 forms printed on 1 colour on both sides on 80g Bond	NWI 255	500 forms	
47.	ADMISSION FORM A4 forms printed on 1 colour on both sides on 80g Bond	NWI 273	1000 forms	
48.	NURSING ASSESSMENT FORM A4 printed on 1 colour on both sides on 80g Bond	NWI 275	1000 forms	
49.	ANESTHETIC OPERATION AND RECOVERY ROOM RECORD A4 forms printed on 1 colour on both sides on 80g Bond	NWI 277	500 forms	
50.	REFERRAL FORM FROM CLINIC TO HOSPITAL AND FEEDBACK A4 forms printed on 1 colour on both sides on 80g Bond	NWI 279	2500 forms	
51.	SBAR REFERRAL FORM A4 Forms perforated with 100 carbonated sheet 1 colour on both sides on 80g Bond		1000 forms	
52.	BACTERIOLOGICAL COVERAGE & OUTCOME (STATS) A4 forms printed on 1 colour on both sides on 80g Bond	NWI 280	200 forms	
53.	INCIDENTS FORMS A4 forms printed on 1 colour on both sides on 80g Bond	NWI 281	500 forms	
54.	FRIDGE TEMPERATURE MONITORING CHART COLD CHAIN FORM (white) A4 forms printed on 1 colour on both sides on 80g Bond	NWI 283.1	500 forms	
55.	ROOM TEMPERATURE MONITORING CHART (new) A4 forms printed on 1 colour on both sides on 80g Bond	NWI 283.2	500 forms	
56.	WARNING LABELS: size 10x30mm, in 1 or 2 languages - English and Tswana Avoid alcohol -fluorescent red Keep in fridge – fluorescent green Antibiotics, complete course – fluorescent yellow For external use – fluorescent pink	NWI 283.3	1000 labels per roll	

	Do not swallow – fluorescent red Contains penicillin – fluorescent orange Issued by(facility name) ... - white			
57.	MEDICATION INSTRUCTION LABELS (Big): size 45x75mm, color white; in 3 languages- English, Afrikaans, Tswana Time a day The mixture Vaculiter Minimum quantities used: Inhalation The gargle Vaginal cream/tablet Take at night Take in morning	NWI 283.4	1000 labels per roll	
58.	MEDICATION INSTRUCTION LABELS (small): 38x29mm, color white: 3 languages – English, Afrikaans, Tswana Eye drops, Ear drops, Nose drops, Eye ointment	NWI 283.5	1000 labels per roll	
59.	THERMAL LABELS – plain white, 50x75mm, single row	NWI 283.6	1000 labels per roll	
60.	HTS REGISTER (TESTING REGISTER) A4 forms printed on 1 colour on both sides on 80g Bond	NWI 285	500 forms	
61.	PROGRESS REPORT A4 forms printed on 1 colour on both sides on 80g Bond	NWI 287	1000 forms	
62.	X-RAY REGISTER A4 booklet printed on 1 colour on both sides on 160g Bond	NWI 290	5 books	
63.	LIST OF DEFECTS AND PROBLEMS A4 forms printed on 1 colour on both sides on 80g Bond	NWI 293	1000 forms	
64.	OPTOMETRIC REFERRAL OF LEARNER A4 forms printed on 1 colour on both sides on 80g Bond	NWI 296	1000 forms	
65.	School Learner Profile Card			

66.	School Learner Consent form FET							
67.	School Learner Consent form Foundation & Intermediate							
68.	ISHP Daily Register							
69.	HPV Register							
70.	MONTHLY STATS (SCHOOL HEALTH SERVICES) A4 forms printed on 1 colour on both sides on 80g Bond							
71.	OBSERVATION/ NURSING CARE CHART A4 forms printed on 1 colour on 1 side on 200g on Eitoro White Board	NWI 303				1000 forms		
72.	PATIENT REGISTER OPD/ CASUALTY Printed on Scala Ledger 100g of 100 sheets per book. Printed on 1 colour on both sides 290mm x 290mm with Cloth Binding	NWI 304				1000 forms		
73.	ADMISSION REGISTER Book of 100 leaflets printed both sides on 120gsm cartridge 1 colour. Cover: Grey Chipboard Text: 120gsm cartridge Size: 294mm deep x 415 wide (landscape) Finish: perfect bond	NWI 1				500 books		
74.	ADDITIONAL DOCUMENT IN RESPECT OF SCHEDULED MEDICATIONS A5 Books printed 1 colour 1 side numbered & perforated 50 in triplicate, Paper: NCR-CB White, CBF Tint, CF Tint Cover: 200gsm Green Milano board Wraparound: 200gsm Milano Finish: ¼ bound & trimmed to size	NWI 34				5 books		
75.	GENETIC SERVICE BIRTH DEFECT NOTIFICATION A4 form printed on 1 side 200g on Eitoro White Board	NWI 46.1				5 books		
76.	ARTISANS WORKS ORDER SLIP/JOB CARD Books of 100 leaflets printed both sides on 120gsm cartridge 1 colour Cover: Grey Chipboard	NWI 52.1				5 forms		
		NWI 56				50 books		

	Text: 120gsm cartridge Size: 294mm deep x 415mm wide (landscape) Finish: perfect bond			
77.	SICK LEAVE NOTE/ MEDICAL CERTIFICATE A5 books 100 in duplicate 2 to view Text: printed on 80g IVP White 1 colour 1 side 1st copy perforated 7 numbered 2nd copy fast and numbered Cover: Printed on Milano 200g Finish: 3 staples side stitched	NWI 63	100 books	
78.	PATIENT PROPERTY REGISTER/ KIT BOOK A4 printed 50g in triplicate on NCR 1 colour on side numbered & perforated Text: printed on CB pink CFB Blue & CF White Cover: Grey Chipboard with wraparound Finish: ¼ bound& trimmed to size	NWI 64	100 books	
79.	OFF DUTY REGISTER A4 100 in duplicate printed on 1 colour on 1 side on IVP White. 1st copy numbered & perforated & 2 nd 3 rd and 4 th copy fast & numbered. Cover printed on Milano cover 200g Finish: 3 staples side stitched and perforated on three pages	NWI 68	500 books	
80.	LAUNDRY BOOK A4 books printed on 1 side on 1 colour in 50 quad Text: IVP White all copies Cover: 200g Milano Board Finish: 2 staples side stitched & trimmed to size	NWI 110	500 books	
81.	BIRTH REGISTER COMBINED LABOUR AND POST -- NATAL Register of 100 leaves per book. Printed on 1 colour both sides on Scala Ledge Azure. Size: 295mm x 360mm Cover: Grey chipboard& ¼ bond	NWI 115	500 books	To update specification
82.	TRACING SLIP BOOK A5 landscape books Printed 1 colour 1 side to view 50 in duplicate. 1st copy fast & numbered CB Green. 2nd copy fast & numbered CF Pink.	NWI 252	500 books	

	Text: printed on 80g Milano Kraft Finish: 2 staples side stitched & trimmed to size			
83.	DUTY REGISTER A4 (upright) numbered & perforated 50 in triplicate printed 1 colour 1 side Paper: NCR-CB White, CFB Tint, CF Tint Cover: 200g Green Milano Board Wraparound: 200gsm Milano Finish: ¼ bound and trimmed to size	NWI 259	500 books	
84.	DAY AND NIGHT REPORT A4 books printed on 1 colour on 1 side. A5 quotation (1) numbered & perforated in triplicate (upright) Paper: NCR – CB White, CFB Tint, CF Tint Cover: 200g Green Milano Board Wraparound: 200gsm Milano Finish: 1/4 bound and trimmed to size	NWI 260	5 books	
85.	MATERNITY CASE RECORD A4 books of 36 pages + cover. Text: Printed on 1 colour on 1 side on 80g Bond Cover: Printed full colour on 1 side on 250 gsm gloss Text: 80g bond Size: 415mm wide x 294mm deep Finish: Hand stitched & perfect bound	NWI 306	500 books	
86.	DAILY MID NIGHT COUNT (CENSUS FORM) A3 size Books 50 pages in duplicate Fronts printed the same, 1st Copy printed on back too. (1st copy perfect) Cover: Emtini Kraft Liner 200gsm Text: 1st copy Yellow IVP, 2nd copy White IVP fast Finish: Perfect bound & trimmed to size.	NWI 308	5 books	
87.	WARD MEDICATION DRUG REGISTER 22x35cm Books of 80 pages, landscape, pages numbered Printed 1 color throughout on 90g bond , Bond Cover RED,, Register name printed outside	NWI 309	5 books	
88.	ORDER BOOK FOR SCHEDULE 5 + 6 A5 Book ; duplicate, printed on 1 side 1 colour, 100 sheets	NWI 310	5 books	

	(numbered 1-50) per book, top page perforated. Paper: Front Milano Soft Cover Back: Grey Chipboard Text: 80gsm bond			
89. 1	CHRONIC DISEASE AND MENTAL ILLNESS CASES RECORD A4 books of 20 pages + cover. Text: Printed on 1 colour on 1 side on 80g Bond Cover: Printed full colour on 1 side on 250 gsm gloss Text: 80g bond Size: 415mm wide x 294mm deep Finish: Hand stitched & perfect bound	NWI 317	100 booklets	
90. 1	APPOINTMENT CARDS (PHC) Family Planning A5 folded to A6, Printed on green colour both sides on 90g Tokai	NWI 318	500 cards	
91. 1	APPOINTMENT CARDS(HOSPITAL) 12cm X 8.5cm Printed on one side. 90g Colour blue and white	NWI 319	500 cards	
92. 1	CONSENT FORM (CIRCUMCISION) A4 Printed 1 colour both sides on white 80g bond.	NWI 322	100 forms	
93.	PERINATAL DEATH NOTIFICATION FORM A4, 7 pages Printed 1 colour 1 side with 2 staples on white 80g bond. The out-cover should be made of Hard Cover, and there should be space for age and weight			
94.	PEDIATRIC WARD REGISTER A3 printed all pages with hard cover. 100 leaves register printed 1 colour both sides. Text: Printed on 180g Bond Bond Cover: Grey Chipboard	NWI 323	100 booklets	
95. 1	OPHTHALMIC DEPARTMENT(EYE TEST) A4 pads printed both sides 1 colour 80g bond.	NWI 326	5 books	
96.	96.1. AGL POLICY DOCUMENT: A4 Printed on 150gsm, Number of pages – 124 pages Binding - white wire binding on the long end Front and Back cover - frosted front with a white backing board and frosted back cover	NWI 330	100 pads	
			Per order	

	Other advice - check page number and matt machine varnish both sides of Pages 96.2. AGL SOPs BOOKLET: A4 Paper - 150gsm Number of pages - 80 pages Binding - white wire binding on the long end Front and Back cover - frosted front with a white backing board and frosted back cover Other advice - check page number and matt machine varnish both sides of pages 96.3. AGL PARTICIPANT TRAINING MANUAL: A4 Paper - 150gsm Number of pages - 84 Binding - white wire binding Front and Back cover - frosted front with a white backing board Other advice - frosted back cover 96.4. AGL FLIP FILE: A4 Paper - 200gsm Number of pages - 162 pages Binding - white wire binding on the long end Front and Back cover frosted front, white backing board and white / grey stand Other advice - check page number, the document is top and turned when printed for flipping the pages, matt mating varnished both sides 96.5. AGL ADHERENCE FLYER: A4 Roll Fold printed both sides in full colour Printed on 128gsm Other advice - document must be scored for ease of folding + matt machine varnish both sides 96.6. AGL PATIENT ADHERENCE PLAN A4 Paper printed on 150gsm	NWI 336	
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	Number of pages – 100 leaves per book Binding – A4 book binding (top) duplicate carbonised (W/W), 100 leaves per book, top page perforated. Green spine, 1 to view numbering at the top above Name & surname, 1 spot green 355U and black. Front and Back cover – 300gm gloss Other advice: Artwork: Changes to supplied artwork, converting CMYK to pantone and grayscale on the logo plus proofing 96.7. AGL ADHERENCE CLUB REGISTER 18 Pager A4 printed cmyk both sides on 200gsm Power Art Matt White Trim, Wiro Bind, Frosted cover Front and back Saddle stitch 96.8. AGL RPCS ENROLMENT AND CONSENT FORM A4 printed cmyk ONE SIDE on 200gsm Power Art Matt White Finishing - Trim Page AGL Differentiated Care implementation tools printing specifications guide 25.9.16 96.9. AGL PREPACK – MEDICINE COLLECTION CARD 148 x 105 mm printed cmyk both sides on 300gsm Power Art Matt White Trim, Center fold 96.10.AGL ALGORITHMS (x2) 300gsm Power Art Matt White no matter the size to be printed 96.11.AGL FACILITATOR GUIDE A4 Paper - 150gsm Binding - white wire binding			
97.1	HCBC M & E TOOLS A3 printed 1 side with perforated page 1 colour on 80g bond	NWI 336	100 books	

98.1	HCBC REGISTER A3 printed both sides with hardcover both sides. 100 leaves register printed 1 colour both sides. Text: Printed on 180g Bond Bond Cover: Grey Chipboard	NWT 337	100 booklets	
99.1	EMERGENCY ADMISSION OR TREATMENT WITHOUT CONSENT REPORT TO MENTAL HEALTH REVIEW BOARD A4 form printed 1 side (forms) 2 sheets or to be printed on both side 1 colour on 80g bond	MHCA 01	50 forms	
100.	REPORT ON EXPLOITATION, PHYSICAL OR OTHER ABUSE, NEGLECT OR DEGRADING TREATMENT OF A MENTAL HEALTH CARE USER A4 form printed on 1 side (2 sheet) can be printed on both sheets to make one form 1 colour on 80g bond	MHCA 02	10 forms	
101.	DISCHARGE REPORT A4 form printed on 1 side (1 sheet) 1 colour on 80g bond	MHCA 03	500 forms	
102.	APPLICATION FOR ASSISTED OR INVOLUNTARY CARE, TREATMENT AND REHABILITATION A4 form printed on 1 side (3 sheets) 1 colour on 80g bond	MHCA 04	1000 forms	
103.	EXAMINATION AND FINDINGS OF MENTAL HEALTH CARE PRACTITIONER FOLLOWING AN APPLICATION FOR ASSISTED OR INVOLUNTARY CARE, TREATMENT AND REHABILITATION A4 form printed on 1 side (4 sheets) 1 colour on 80g bond	MHCA 05	1000 forms	
104.	72 HOUR ASSESSMENT AND FINDINGS OF MEDICAL PRACTITIONER AFTER HEAD OF HEALTH ESTABLISHMENT HAS GRANTED APPLICATION FOR INVOLUNTARY CARE, TREATMENT AND REHABILITATION A4 form printed on 1 side (3 sheets) 1 colour on 80g bond	MHCA 06	50 forms	
105.	NOTICE BY HEAD OF HEALTH ESTABLISHMENT ON WHETHER TO PROVIDE ASSISTED OR INVOLUNTARY INPATIENT CARE, TREATMENT AND REHABILITATION A4 form printed on 1 side (1 sheet) 1 colour on 80g bond	MHCA 07	100 forms	
106.	NOTICE BY HEAD OF HEALTH ESTABLISHMENT TO REVIEW BOARD REQUESTING APPROVAL FOR FURTHER	MHCA 08	50 forms	

	INVOLUNTARY CARE, TREATMENT AND REHABILITATION ON AN INPATIENT BASIS A4 form printed on 1 side (1 sheet) 1 colour on 80g bond			
107.	NOTICE BY HEAD OF HEALTH ESTABLISHMENT AFTER 72 HOUR ASSESSMENT PERIOD INFORMING REVIEW BOARD THAT MENTAL HEALTH CARE USERS WARRANTS FURTHER INVOLUNTARY CARE, TREATMENT AND REHABILITATION ON AN OUTPATIENT BASIS A4 form printed on 1 side (1 sheet) 1 colour on 80g bond	MHCA 09	20forms	
108.	TRANSFER OF INVOLUNTARY MENTAL HEALTH CARE USERS SCHEDULE OF CONDITIONS RELATING TO HIS OR HER OUTPATIENT CARE, TREATMENT AND REHABILITATION A4 form printed on 1 side (2 sheets) 1 colour on 80g bond	MHCA 10	50 forms	
109.	TRANSFER OF INVOLUNTARY MENTAL HEALTH CARE USERS ON INPATIENT BASIS TO PSYCHIATRIC HOSPITAL A4 form printed on 1 side (1 sheet) 1 colour on 80g bond	MHCA 11	50 forms	
110.	TRANSFER OF INVOLUNTARY MENTAL HEALTH CARE USER FROM INPATIENT TO OUTPATIENT(SECTION 34 OF THE ACT) A4 form printed on 1 side 1 colour on 80g bond	MCHA12	50 forms	
111.	PERIODICAL REPORT ON MENTAL HEALTH CARE USERS (ASSISTED/ INVOLUNTARY USER/MENTALLY ILL PRISONER) SECTION 30 (2),37(2)AND 55(1) OF THE ACT A4 form printed on 1 side (4 sheets) 1 colour on 80g bond	MHCA 13A	100 forms	
112.	PERIODICAL REPORT ON STATE PATIENT SECTION 46(2) OF THE ACT A4 form printed on 1 side (6 sheets) 1 colour on 80g bond	MHCA 13B	50 forms	
113.	DECISION BY REVIEW BOARD CONCERNING (ASSISTED MENTAL CARE, TREATMENT AND REHABILITATION (SECTION 28(3) OF THE ACT) A4 form printed on 1 side (2sheets) 1 colour on 80g bond	MHCA 14	500 forms	
114.	APEAL TO REVIEW BOARD AGAINST DECISION OF HEAD OF HEALTH ESTABLISHMENT ON ASSISTED- ON	MHCA 15	10 forms	

	EVOLUTIONARY MENTAL HEALTH CARE, TREATMENT AND REHABILITATION.(SECTION 29(1) AND 35(1) OF THE ACT. A4 form printed on 1 side (2sheets) 1 colour on 80g bond			
115.	ORDER BY HIGH COURT FOR FURTHER HOSPITALIZATION/ IMMEDIATE DISCHARGE OF AN INVOLUNTARY MENTAL HEALTH USER (SECTION 36(C) OF THE ACT). A4 form printed on 1 side 1 colour on 80g bond	MHCA 16	20 forms	
116.	DECISION/RECOMMENDATION BY REVIEW BOARD FOLLOWING PERIODIC REVIEWS/ REPORTS ON ASSISTED- OR INVOLUNTARY MENTAL HEALTH CARE USERS OR MENTALLY ILL PRISONERS[SECTION 30(4), 37(4) OR 55(2)(A) OF THE ACT] A4 form printed on 1 side 1 colour on 80g bond	MHCA 17	100 forms	
117.	SUMMONS TO APPEAR BEFORE A REVIEW BOARD [SECTION 11(2), 29(2)(A) AND 35(2)(C) OF THE ACT} A4 form printed on 1 side 1 colour on 80g bond	MHCA 18	10 forms	
118.	REQUEST BY HEAD OF HEALTH ESTABLISHMENT TO REVIEW BOARD TO TRANSFER- a) AN ASSISTED OR INVOLUNTARY MENTAL HEALTH CARE USER IN TERMS OF SECTION 39(1) OF THE ACT TO MAXIMUM SECURITY FACILITIES. b) A STATE PATIENT BETWEEN DESIGNATED HEALTH ESTABLISHMENTS IN TERMS OF SECTION 43 OF THIS ACT. c) A MENTALLY ILL PRISONER BETWEEN DESIGNATED HEALTH ESTABLISHMENTS IN TERMS OF SECTION 54(2) OF THE ACT. A4 form printed on 1 side 1 colour on 80g bond	MHCA 19	10 forms	
119.	ORDER BY REVIEW BOARD TO TRANSFER- a) AN ASSISTED OR INVOLUNTARY MENTAL HEALTH CARE USER IN TERMS OF SECTION 39(4) OF THE ACT TO MAXIMUM SECURITY FACILITIES. b) A STATE PATIENT BETWEEN DESIGNATED HEALTH ESTABLISHMENTS IN TERMS OF	MHCA 20	10forms	

	SECTION 43(3) OF THIS ACT. c) A MENTALLY ILL PRISONER BETWEEN DESIGNATED HEALTH ESTABLISHMENTS IN TERMS OF SECTION 54(2) OF THE ACT.			
120.	A4 form printed on 1 side 1 colour on 80g bond NOTICE OF TRANSFER OF STATE PATIENT OR MENTALLY ILL PRISONER[SECTION 43(8) OR 54(6) OF THE ACT]			
121.	A4 form printed on 1 side 1 colour on 80g bond HANDING OVER CUSTODY BY THE SOUTH AFRICAN POLICE SERVICES (SAPS) OF A PERSON SUSPECTED OF BEING MENTALLY ILL OR SEVERELY OR PROFOUNDLY INTELLECTUALLY DISABLED AND LIKELY TO INFLECT SERIOUS HARM.[SECTION 40(1) OF THE ACT]	MHCA 21	10forms	
122.	A4 form printed on 1 side (2sheets) 1 colour on 80g bond TRANSFER OF STATE PATIENTS FROM DETENTION CENTER TO A DESIGNATED HEALTH ESTABLISHMENT	MHCA 22	50 forms	
123.	A4 form printed on 1 side (1 sheet) 1 colour on 80g bond TRANSFER OF STATE PATIENTS BETWEEN DESIGNATED HEALTH ESTABLISHMENT	MHCA 23	10 forms	
124.	A4 form printed on 1 side (2 sheets) 1 colour on 80g bond NOTICE OF ABSCONDMENT TO SOUTH AFRICAN POLICE SERVICE (SAPS) AND REQUEST FOR ASSISTANCE TO LOCATE, APPREHEND AND RETURN USER[SECTION 40(4), 44(1) OR 57(1) OF THE ACT]	MHCA 24	10 forms	
125.	A4 form printed on 1 side (2sheets) 1 colour on 80g bond NOTICE OF RETURN OF ABSCONDEED USER TO THE HEALTH ESTABLISHMENT(TO BE COMPLETED BY THE	MHCA 25	10 forms	
		MHCA 26	10 forms	

	HEAD OF THE HEALTH ESTABLISHMENT)(SECTIONS 40(4), 44(1) OR 57(1) OF THE ACT)			
126.	A4 form printed on 1 side 1 colour on 80g bond GRANTING OF LEAVE OF ABSENCE TO A STATE PATIENT; ASSISTED OR INVOLUNTARY MENTAL HEALTH CARE USERS SECTION 45,66(1)(J) OF THE ACT	MHCA 27	50 forms	
127.	A4 form printed on 1 side (2 sheets) 1 colour on 80g bond CANCELLATION OF LEAVE OF ABSENCE OF A STATE PATIENT OR AN ASSISTED OR INVOLUNTARY MENTAL HEALTH CARE USER SECTION 45(3), 66(1) (j) OF THE ACT	MHCA 28	5 forms	
128.	A4 form printed on 1 side 1 colour on 80g bond APPLICATION FOR DISCHARGE OF STATE PATIENT TO JUDGE IN CHAMBERS (WHERE APPLICANT IS NOT AN OFFICIAL CURATOR AD LITEM OR ADMINISTRATOR[SECTION 47(2)(E) OF THE ACT]	MHCA 29	5 forms	
129.	A4 form printed on 1 side (2sheets) 1 colour on 80g bond APPLICATION FOR DISCHARGE OF STATE PATIENT TO JUDGE IN CHAMBERS (WHERE APPLICANT IS AN OFFICIAL CURATOR AD LITEM OR ADMINISTRATOR)[SECTION 47(2)© OF THE ACT]	MHCA 30	5 forms	
130.	A4 form printed on 1 side 1 colour on 80g bond ORDER BY JUDGE IN CHAMBERS FOR CONDITIONAL DISCHARGE OF STATE PATIENT.[SECTION 47(6) OF THE ACT]	MHCA 31	5 forms	
131.	A4 form printed on 1 side 1 colour on 80g bond SIX MONTHLY REPORT ON CONDITIONALLY DISCHARGED STATE PATIENT[SECTION 48(3) OF THE ACT]	MHCA 32	5 forms	

	A4 form printed on 1 side 1 colour on 80g bond				
132.	UNCONDITIONAL DISCHARGE BY HEAD OF HEALTH ESTABLISHMENT OF STATE PATIENT PREVIOUSLY DISCHARGED CONDITIONALLY.[SECTION 48(4) (A) OF THE ACT]				
133.	A4 form printed on 1 side 1 colour on 80g bond APPLICATION TO REGISTRAR OF THE HIGH COURT FOR AN ORDER AMENDING THE CONDITION S/ REVOKING THE CONDITIONAL DISCHARGE OF A STATE PATIENT.[SECTION 48(5) OF THE ACT]	MHCA 33	5 forms		
134.	A4 form printed on 1 side 1 colour on 80g bond APPLICATION BY STATE PATIENT TO JUDGE IN CHAMBERS FOR AMENDMENT TO ANY CONDITION APPLICABLE TO DISCHARGE OR REQUESTING UNCONDITIONAL DISCHARGE[SECTION 48(6) AND (7) OF THE ACT]	MHCA 34	5 forms		
135.	A4 form printed on 1 side 1 colour on 80g bond ASSESSMENT OF MENTAL HEALTH STATUS OF PRISONER FOLLOWING REQUEST FROM HEAD OF PRISON AND/ OR MAGISTRATE.[SECTION 50(2) OR 52 OF THE ACT]	MHCA 35	5 forms		
136.	A4 form printed on 1 side 1 colour on 80g bond MAGISTERIAL ORDER TO HEAD OF PRISON TO:- a) TRANSFER PRISONER TO HEALTH ESTABLISHMENT. b) TAKE NECESSARY STEPS TO ENSURE THAT THE REQUIRED LEVELS OF CARE AND TREATMENT ARE PROVIDED TO THE PRISONER CONCERNED	MHCA 36	5 forms		
		MHCA 37	5 forms		

	[SECTION 52(3)(A) OR (B) OF THE ACT]			
137.	A4 form printed on 1 side 1 colour on 80g bond APPLICATION TO MAGISTRATE FOR CONTINUED DETENTION OF A MENTALLY ILL PRISONER [SECTION 58(3) OF THE ACT]			
138.	A4 form printed on 1 side 1 colour on 80g bond APPLICATION TO MASTER OF HIGH COURT TO APPOINT ADMINISTRATOR [SECTION 60(1) AND (2) OF THE ACT]	MHCA 38	5 forms	
139.	A4 form printed on 1 side 1 colour on 80g bond DECISION BY MASTER OF THE HIGH COURT ON APPOINTMENT OF AN ADMINISTRATOR[SECTION 60(8) OF THE ACT]	MHCA 39	5 forms	
140.	A4 form printed on 1 side 1 colour on 80g bond NOTICE OF APPEAL TO HIGH COURT JUDGE IN CHAMBERS REGARDING THE DECISION OF THE MASTER OF THE HIGH COURT TO APPOINT OR NOT TO APPOINT AN ADMINISTRATOR.[SECTION 60(10) OF THE ACT]	MHCA 40	5 forms	
141.	A4 form printed on 1 side 1 colour on 80g bond NOTICE OF DECISION OF HIGH COURT TO APPOINT AN ADMINISTRATOR OR TO TERMINATE THE APPOINTMENT OF AN ADMINISTRATOR[SECTION 61(3) AND 64(3) OF THE ACT]	MHCA 41	5 forms	
142.	A4 form printed on 1 side 1 colour on 80g bond CONFIRMATION OF APPOINTMENT OF ADMINISTRATOR[SECTION 62 OF THE ACT]	MHCA 42	5 forms	
143.	A4 form printed on 1 side 1 colour on 80g bond APPLICATION FOR TERMINATION OF TERM OF OFFICE OF AN ADMINISTRATOR AND THE DECISION OF THE MASTER OF THE HIGH COURT[SECTION 64 OF THE ACT]	MHCA 43	5 forms	
		MHCA 44	5 forms	

	A4 form printed on 1 side 1 colour on 80g bond				
144.	REGISTER MECHANICAL RESTRAINT AND SECLUSION	MHCA 48	5 forms		
145.	A4 form printed on 1 side 1 colour on 80g bond PATIENT TREATMENT CARD (TB)				
	210mm x 150mm card printed on both sides Folded (Landscape) 200g Green Tokai	GW 20/15	500 cards		
146.	TB TREATMENT RECORD				
	A4 hardcover form printed on both sides 1 colour on 90g bond	GW 20/12	500 forms		
147.	TUBERCULOSIS CASE IDENTIFICATION REGISTER Updated Template available	GW 20/13	50 Registers		
148.	Drug Resistant Patient Identity Card A4 Printed black both side, 240GSM eltora white score and fold to DL				
149.	DRUG RESISTANT TB REGISTER Cover: Printed full colour both sides 350 GSM magno matt, Matt laminated both sides Text: 80 GSM bond white Printed black throughout 28 pages Size: 594mm x 210 mm Score and fold to 297mm x 210mm Saddle stitched	N/A	Per order		
150.	DRUG RESISTANT TB TREATMENT RECORD Cover: Printed black both sides, 160 GSM tokai board yellow Text: 80 GSM bond white, Printed black throughout, 36 pages Saddle stitched	N/A	50 Books		
151.	TB Screening tool				
152.	ADULT ART CLINICAL STATIONARY Sample available for spec	N/A	Per order		

153.	PAEDIATRIC AND ADOLESCENT (BIRTH-15YRS) ART CLINICAL STATIONARY Sample available for spec	N/A		
154.	ROAD TO HEALTH BOOKLET A4 folded to A5 in full colour. Cover: printed both sides in full colour on 350 gsm magno matt. Matt laminated, spot UV varnished on the front cover. Content: Eleven (11) pages folded to A5 {44 pages (22 pager) } printed in full colour both sides on 150gsm magno matt. Content finishing should be Matt machine varnished. Finishing should be: Binding: stapled through the folded crease from the outside, clinched between the centres most pages. Three thick staples along the spine.	N/A	100 books per pack	
155.	PAEDIATRIC WARD MIDNIGHT COUNT Size: A4 (<i>landscape</i>) Paper: White, matt, printed one side in black Paper 80gms Pages:200 pages Duplicated; original perforated 1 cm from binding, copy not perforated 80gms Cover: 200gms, Matt Front: White with full colour printing Back and spine: white, no printing Finishing-Perfect binding	N/A	10 Books	
156.	PAEDIATRIC WARD REGISTER Size- A3 (<i>landscape</i>) Paper- White, matt, printed both sides in black Paper 100gms, Pages- 100 pages plus title page and blank page at back, Each page numbered (bottom left), Cover - Back, front and spine: 250gms, matt Front: White with full colour printing	N/A	10 Books	

	Back and spine: white, no printing Finishing - Stitch bound with cloth				
157.	New template PAEDIATRIC MONTHLY SUMMARY Size: A4 (<i>portrait</i>) Paper: 200 pages Duplicated; original perforated 1 cm from binding, copy not perforated 80gms Cover: 200gms, Matt Front: White with full colour printing Back and spine: white, no printing Finishing-Perfect binding	N/A	10 Books		
158.	EPI and HIV Paeds Ward Register White, matt, printed both sides in black Paper 100gms 200 pages plus title page and blank page at back Each page numbered (bottom left) Back, front and spine: 300gms, matt Front: White with full colour printing Back and spine: white, no printing Definitions will be printed on the Last Page and inner Back Cover Page Stitch bound with cloth	N/A	10 Books		
159.	Mentor Mother Register A3 (<i>landscape</i>) White, matt, printed both sides in black Paper 100gms 80 pages plus title page and blank page at back Each page numbered (bottom left) Back, front and spine: 300gms, matt Front: White with full colour printing Back and spine: white, no printing	N/A	10 Books		

	Guidelines will be printed on the Inner Front Cover Page			
160.	Pre-Service Participant manuals <i>A4 (Portrait)</i> White, matt, printed both sides in black Paper 100gms 132 pages plus title page and blank page at back Each page numbered (bottom left) Back, front and spine: 300gms, matt Front: White with full colour printing Back and spine: white, no printing Guidelines will be printed on the Inner Front Cover page Stitch bound with cloth	N/A	10 Books	
161.	Facilitator's Guide <i>A3 (landscape)</i> White, matt, printed both sides in black Paper 100gms 100 pages plus title page and blank page at back Each page numbered (bottom left) Back, front and spine: 300gms, matt Front: White with full colour printing Back and spine: white, no printing Guidelines will be printed on the Inner Front Cover Page Stitch bound with cloth	N/A	10Books	
162.	FACILITY TELEPHONIC TRACING REGISTER Sample available for spec	N/A	50 Books	
163.	WARD BASED PHC OUTREACH TEAM MONTHLY TRACING SUMMARY Sample available for spec	N/A	50 Books	
164.	WBPHCOT TRACING REGISTER Sample available for spec	N/A	50 Books	
165.	CHW(HCBC) TRACING REGISTER Sample available for spec	N/A	50 Books	
166.	NOTIFIABLE CONDITIONS NOTIFICATION BOOK	N/A	Book per order	

	Sample available for spec				
167.	MEDICINE ROOM STOCK CARD A5 printed both sides in Green Tokai board			5000 cards per order	
168.	A3 Daily Reception Headcount Registers (297 x 520) 300 pages (150 leaves) numbered from 1-300 text printed, double sided black only on 80 gsm bond, cover printed outside front only CMYK on white 250gsm Thread sewn (bound on short edge), Cover gloss varnished, outside only.			5 books	
169.	A3 PHC Daily Tick Register (297 x 520) 300 pages (150 leaves) numbered from 1-300 text blk through. To collate, staple, apply buckram to spine and trim to size, numbering from 1-4885 on outside cover in blk bottom right. Blanket cut on machine for numbering. Text 75gsm white bond. Cover 250gsm Gloss art.			5 Books	
170.	Weekly Tally Summary (297 x 550) 80 pages (40 leaves) text printed double sided black only on 80gsm Bond, cover printed both sides (example page to be printed on inside front cover) on white 250gsm board. 13die cut tab dividers with "Month 1, Month 3... Month 13" printed on them (black only) to be inserted. Thread sewn Binding Cover gloss varnished.			20 books	
171.	Monthly Tally Summary (297 x 420) 32 Pages (16 leaves) text printed double sided black only on 80 gsm Bond, cover printed one side only CMYK on white 250gsm board. Saddle stitched. Each inner leaf perforated on the left margin (indicated by non-printing dotted line) so pages can tear out and be removed. Cover gloss varnished, outside only.			20 Books	
172.	CCMDD Register 100 Pages (50 leaves) text printed double sided black only on 80gsm bond			5 Books	

173.	CCMDD Weekly Summary 60 Pages (30 leaves) text printed double sided black only on 80gsm bond				
174.	CCMDD Monthly Summary 25 Pages text printed double sided black only on 80gsm bond				
175.	OPD Specialists Registers e.g. ANC, Pediatrics, Surgical OPD , etc A3 printed all pages with hard cover. 100 pages register printed 1 colour both sides. Text: Printed on 180g Bond Bond Cover: Fown Chipboard				
176.	Alied Health Registers (Dental, Andrology, Physiotherapy, Radiology, Speech Therapy, Podiatry and Audiology) 300 pages (150 leaves) numbered from 1-300 text blk through. To collate, staple, apply buckram to spine and trim to size, numbering from 1-4885 on outside cover in blk bottom right. Blanket cut on machine for numbering. Text 75gsm white bond. Cover 250gsm Gloss art.				
177.	Medicine Referral prescription for CCMDD Booklet Continuous stationery: 100 Triplicate printed 1 side 1 colour pages (300 leaves) numbered from 1-100 1 st two pages must be perforated on top (so pages can tear out and be removed) Paper : NCR All White Size: 210mm x297mm (A4) Cover: grey cardboard (one loose A4 per book)				
178.	CCMDD collection card A6 printed both sides in full color on 160gsm white paper				
179.	Referral and Back Referral form for WBPHCOT Two pages printed one side on 80gram white paper				

6.2 ANNEXURE B – PRINTING OF GOODS AND PROMOTIONAL MATERIALS

ITEM NO	ITEM DESCRIPTION	MINIMUM PACKAGING REQUIRED	PRICE
1.	BUSINESS CARDS a) Printed in full colour, foiling gold and/or silver, 250g chromolux buff. b) Printed in full colour on 250g cream chromolux	250 per order	
2.	EXTERNAL NEWS LETTER A4 self-cover newsletter printed in full colour on 135g.Dukuza gloss. 30 pages ± 35 pictures. Soft copy to be supplied, saddle stitched	2000 per order	
3.	Posters, printed on full color on Dukuza gloss size 1. A1 - 250g 2. A2 - 135g/ 250g 3. A3 - 135g 4. A4 - 135g 5. AO - 250g	2000 per order	
4.	BROCHURES Z folded A4 printed in full colour 135g Dukuza gloss double sided.	1500 per order	
5.	DEPARTMENTAL CALENDARS (a) A2 calendars, printed in full colour, 135g Dukuza gloss. photos included, with collage of pictures on the background. rimmed on top and at the bottom. (b) Tent calendars printed in full colour on 150g gloss wire bound at the top, six full colour pages printed both sides.	500 per order	

ITEM NO	ITEM DESCRIPTION	MINIMUM PACKAGING REQUIRED	PRICE
	(c) A2 desk calendar of 12 pages printed in full colour on 80g bound with backing board.	500 per order	
6.	BOOKLETS (sizes & no. of pages) a) Budget Speech booklet. A3 folded to A4. 32 Pages Pages to include cover. 2 pages to be printed on one side only, full colour, and white Ikena board. Inside pages to be printed on both side, one colour black, on white 80g bond saddle stitched, photos included.	500 per order	
7.	FOLDERS a) Folders – white 230g or 250g chromolux board-flap included, single side only printed in full colour. b) Folders 230g or 250g chromolux printed full colour one side with 10mm spine and business card slit.	500 per order	
8.	DIARIES: A4 executive diaries personalized A5 executive diaries personalized A5 executive diaries not personalized A4 non executive diaries	Per order	
		Per order	
		Per order	
		Per order	

ITEM NO	ITEM DESCRIPTION	MINIMUM PACKAGING REQUIRED	PRICE
9	Annual Performance Plan (APP)		
10	Annual Report		
11	Strategic Plan		

6.3 ANNEXURE C – SIGNAGE/ADVERTISING/ MARKETING DEVICES AND ACCESSORIES

ITEM NO	ITEM DESCRIPTION	MINIMUM QUANTITY REQUIRED	PRICE
1. SIGN BOARD			
1.1 CHROMADEK			
1.1.1.	CHROMADEK SIGNS	Per Item	
	Single sided 0,8mm high gloss powder coated white chromadek sign fitted with retrofit non-reflective permanent adhesive based polymeric 8 year vinyl, 64 micron, wall mounted frame or poles to fit the following standard sizes:		
	1860mm x 925mm		
	2450mm x 1225mm		
	3000mm x 1225mm		
	930mm x 600mm		
	600mm x 400mm		
	Delivery and installation		

ITEM NO	ITEM DESCRIPTION	MINIMUM QUANTITY REQUIRED	PRICE
1.1.2	Single sided high gloss powder coated white chromadek sign fitted with retrofit non-reflective permanent adhesive based polymeric 8 year vinyl, 64 micron, mounted on 25mm x 2mm cased grey square tubing frame, claped with P-series clamps to 76mm x 2mm round tube poles of 4 meters length to fit the following standard sizes: 1860mm x 925mm 2450mm x 1225mm 3000mm x 1225mm Delivery and installation	Per Item	
1.1.3	Double sided high gloss powder coated white chromadek sign fitted with retrofit non-reflective permanent adhesive based polymeric 8 year vinyl, 64 micron, mounted on 25mm x 2mm cased grey square tubing frame, bolted with M-series bolts to 76mm x 2mm round tube poles of 4 meters length to fit the following standard sizes: 1860mm x 925mm 2450mm x 1225mm 3000mm x 1225mm Delivery and installation	Per Item	

ITEM NO	ITEM DESCRIPTION	MINIMUM QUANTITY REQUIRED	PRICE
1.1.4	Single sided powder coated buffalo brown 1.0mm chromadek road sign fitted with retro reflective permanent pressure sensitive high gloss 7 year vinly, 140 micron, mounted on 25mm x 2mm cased grey square tubing frame, clamped with P-series clamps to 76mm X 2mm round tube poles of 3 meters length to fit the following standard sizes: 1860mm x 465mm 2450mm x 610mm Delivery and installation	Per Item	
1.1.5	Double sided powder coated buffalo brown 1.0mm chromadek road sign fitted with retro reflective 7 year vinly, 140 micron, mounted on 25mm x 2mm cased grey square tubing frame, welded to 76mm x 2mm round tube poles of 3 meters length to fit the following standard sizes: 1860mm x 465mm 2450mm x 610mm Delivery and installation	Per Item	

ITEM NO	ITEM DESCRIPTION	MINIMUM QUANTITY REQUIRED	PRICE
1.2	PERSPEX SIGNS Single sided wall mounted Perspex sign with retrofit non-reflective permanent adhesive based polymeric 8 year vinyl, 64 micron, to fit the following standard sizes: 400mm x 50mm 400mm x 100mm 75mm x 150mm 190mm x 190mm 290mm x 290mm 600mm x 300mm 900mm x 600mm 1200mm x 900mm Delivery and installation	Per Item	
1.3	ALUMINIUM SIGNS Single sided wall mounted Aluminium sign with retrofit non-reflective permanent acrylic based polymeric 8 year vinyl, 64 micron, to fit the following standard sizes: 400mm x 50mm 400mm x 100mm 75mm x 150mm 190mm x 190mm 290mm x 290mm 600mm x 300mm 900mm x 600mm 1200mm x 900mm Delivery and installation		

ITEM NO	ITEM DESCRIPTION	MINIMUM QUANTITY REQUIRED	PRICE
1.4 ILLUMINATED SIGNS			
1.4.1	Single sided wall mounted illuminated sign with 160mm aluminium profile surround, grey shaped corners over angle 200 steel brackets, 0,8mm high gloss powder coated, single sided white chromadek back with fluorescent tubes mounted on 12 x12 x 3mm aluminium square tubing with chromed clips. Internal colour coded 1.5mm2 wiring used with chokes and Osram starters. Front face of sign to be 3mm opal perspex with retrofit non-reflective permanent acrylic based polymeric 8 year vinyl, 64 micron to fit the following standard sizes: 1600mm x 600mm 1850mm x 925mm 2450mm x 1225mm 3000mm x 1225mm Delivery and installation	Per Item	

ITEM NO	ITEM DESCRIPTION	MINIMUM QUANTITY REQUIRED	PRICE
1.4.2.	Single sided illuminated sign mounted on 76 x 2mm black square tubing framework with 160mm aluminium profile surround, grey shaped corners over angle 200 steel brackets, 0.8mm high gloss powder coated, single sided white chromadek back with fluorescent tubes mounted on 12 x12 x 3mm aluminium square tubing with chromed clips. Internal colour coded 1.5mm2 wiring used with chokes and Osram starters. Front face of sign to be 3mm opal Perspex with retrofit non-reflective permanent acrylic based polymeric 8 year vinyl, 64 micron to fit the following standard sizes: 1600mm x 600mm 1850mm x 925mm 2450mm x 1225mm 3000mm x 1225mm Delivery and installation	Per Item	

ITEM NO	ITEM DESCRIPTION	MINIMUM QUANTITY REQUIRED	PRICE
1.4.3	Double sided illuminated sign mounted on 76 x 2mm black square tubing framework with 160mm aluminium profile surround, grey shaped corners over angle 200 steel brackets, with fluorescent tubes mounted on 12 x12 x 3mm aluminium square tubing with chromed clips. Internal colour coded 1.5mm2 wiring used with chokes and Osram starters. Both faces of sign to be 3mm opal Perspex with retrofit non-reflective permanent acrylic based polymeric 8 year vinyl, 64 micron to fit the following standard sizes: 1600mm x 600mm 1850mm x 925mm 2450mm x 1225mm 3000mm x 1225mm Delivery and installation	Per Item	
2. STANDS			
2.1	Single sided Rolla Banners stand with digitally printed PVC insert mounted in a spring loaded silver cartridge complete with carrying bag to fit the following sizes: 850mm x 2000mm 1200mm x 2000mm 3000mm x 1500mm Delivery and installation	Per Item	

ITEM NO	ITEM DESCRIPTION	MINIMUM QUANTITY REQUIRED	PRICE
2.2	Flat digitally printed one side and stitched all round to fit size: 1200mm x 1800mm Delivery and installation	Per Item	
2.3	Wall stand, single sided, with digitally printed LGP 039 K20 cloth face mounted on an interweaving anodized aluminum framework with magnetic bar clips complete with carrying bag to fit the following sizes: 3m x 1m 3m x 2m 3m x 3m Delivery and installation	Per Item	
2.4	Teardrop banners, single sided, digitally printed onto LGP 039 K20 cloth complete with galvanized round tubing pole with carrying bag to fit size: 3m x 1m 4m x 0.95m Delivery and installation	Per Item	

ITEM NO	ITEM DESCRIPTION	MINIMUM QUANTITY REQUIRED	PRICE
3. BILLBOARDS			
3.1 FIXED			
3.1.1	Double sided fixed billboard with 1.0 high gloss powder coated white chromadek faces both sides without any prints, mounted onto 38mm x 2mm cased grey square tubing frames structured with intervals of not more than 1200mm attached to 3 x 4.5 meter x 100mm x 3mm round tubing uprights and 3 x 4.5meter x 76mm x 3mm braces which are concrete into the ground at a minimum depth of 800mm using 10MPA concrete to fit size: 6000mm x 1225mm 6000mm x 2450mm	Per Item	
Delivery and installation			
3.1.2	Retrofit non-reflective, permanent acrylic based polymeric digitally printed vinyl, 64 micron, for billboards size: 6000mm x 1225mm 6000mm x 2450mm	Per Item	
Delivery and installation			
3.1.3	Retrofit non-reflective permanent acrylic based polymeric 8 year vinyl, 64 micron, for billboards size: 6000mm x 1225mm 6000mm x 2450mm	Per Item	
Delivery and installation			

ITEM NO	ITEM DESCRIPTION	MINIMUM QUANTITY REQUIRED	PRICE
3.1.4	Retro reflective permanent pressure sensitive 7 year vinyl, 140 micron, for billboards size: 6000mm x 1225mm 6000mm x 2450mm Delivery and installation	Per Item	
3.2 ELECTRONIC			
3.2.1	Out-door Led display with IP55 enclosure – Both Lines Scrolling MS 24 / 2 – 2L M/S IP55 enclosure Both Lines Scroll RS232 Serial Interface, Display Commander Software, Data cable and keyboard 1610mm x 270mm x75mm Delivery and installation	Per Item	

7. SPECIAL CONDITIONS

- a) The items shall be procured on and "as and when required" and thus the delivery and capital commitments can only be effected once an official purchase order has been issued.
- b) Bidders may quote for Annexure A, B, C or for all three Annexures.

8. BIDDER REQUIREMENTS:

- a) Bidders are required to attach a proof of own equipment **and machinery** -List of machinery and equipment must be attached according to the annexure[s] you are bidding for.
- b) Bidders are required to submit **three [03] written reference letters with contact details** from their Clients
- c) Shortlisted bidder (s) will be required to submit samples as part of the evaluation process including samples
- d) In the event that the bidder is not the manufacturer and will be sourcing the products from another company, a letter from that company (ies) confirming arrangements including lead times in this regard, must accompany the bid document.
- e) All deliveries must be certified to comply with the requisition, thus no part delivery shall be accepted.
- f) Bidders are required to bid for all items within the annexure (A, B and C)
- g) The bidder to submit a **contingency plan** in case of industrial action and other unforeseen stoppages.

9. EVALUATION CRITERIA

1) FUNCTIONALITY

FUNCTIONALITY	POINTS
1. PRINTING EXPERIENCE OR DISTRIBUTION EXPERIENCE [PROOF/REFERENCE LETTERS AND CONTACT DETAILS MUST BE ATTACHED]	20
7 or more years	20
5 to <7 years	15
3 to <5 years	10
2 to <3 years	5
1 to <2 years	3
less than 1 year	0
2.PROOF OF OWN PRODUCTION EQUIPMENT AND MACHINERY/ LEASE	20
Bidders attached a list of own production equipment and machinery	20
Bidder attached a list of machinery leased/rented together with a proof of lease agreement.	10
List of production equipment and machinery not attached	0
3.DISTRIBUTION CAPABILITIES (ATTACH COPIES OF REGISTRATION CERTIFICATES OF VEHICLES AS PROOF)	20
Contractor has own transport	20
Contractor sub-contracts/lease transport – If sub-contracting/leasing, attach letter of agreement or proof	10
Intention to lease agreement	05
No proof of transport/ distribution capability attached	0
4. HUMAN RESOURCE CAPACITY	20
Human resource plan above 3 years with more than two (2) Graphic Designers, and more than (2) Desktop Publishers	20
Human resource plan above 3 years with at least two (2) Graphic Designers, two (2) Desktop publishers	10
Human resource plan 2 to 3 years with one (1) Graphic Designer, one (1) Desktop Publisher	5
5.BANK RATING	20
A	20
B	15
C	10
D	5
E	0
TOTAL	100

Bidders should score a minimum of 70 points in order to proceed to the next level of evaluation

2) PRICING

90/10

90 = Price

NOTE: All bid price/s should be VAT inclusive.

10 = Preferential Points (Points will be allocated according to B-BBEE Rating)

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (90/10)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non- compliant contributor	0

Technical Enquiries : Mr. T Lekgethwane
Tel No : 018 391 4194/5
: Mr O Kgabi
: 018 391 4306

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH					
BID NUMBER:	NWDOH 26/2021	CLOSING DATE:	26 OCTOBER 2021	CLOSING TIME:	11:00
DESCRIPTION	PRINTING, SUPPLY AND DELIVERY OF MEDICAL STATIONERY AND PROMOTIONAL MATERIALS FOR HEALTH ON INSTAUTIONS IN THE NORTH WEST PROVINCE FOR A PERIOD OF THREE (03) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF HEALTH NORTH WEST, GROUND FLOOR					
NEW OFFICE PARK BUILDING,					
3801 CORNER FIRST STREET AND SEKAME					
MMABATHO, 2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS.N. TSHABALALA/ MS .R SETENA		CONTACT PERSON	MR.T. LEKGETHWANE/ MR KGABI	
TELEPHONE NUMBER	018 391 4386 / 018 391 4559		TELEPHONE NUMBER	018 391 4194/018 391 4306	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	nsegwabanyane@nwpg.gov.za/ rpsetena@nwpg.gov.za		E-MAIL ADDRESS	tlekgethwane@nwpg.gov.za / okgabi@nwpg.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS 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:

.....

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- | | |
|--|----------------|
| - Required by: | |
| - At: | |
| - Brand and model | |
| - Country of origin | |
| - Does the offer comply with the specification(s)? | *YES/NO |
| - If not to specification, indicate deviation(s) | |
| - Period required for delivery | |
| - Delivery: | *Firm/not firm |

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

*Delete if not applicable

A NON-FIRM PRICES SUBJECT TO ESCALATION

- $$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

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

- Index..... Dated..... Index..... Dated..... Index..... Dated.....
Index..... Dated..... Index..... Dated..... Index..... Dated.....

- [illegible]

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

SBD 4

DECLARATION OF INTEREST

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

[illegible]

YES/NO

[illegible]

YES/NO

.....

[illegible]

4 DECLARATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) The 90/10 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(**Tick applicable box**)

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

- 7.1.1 If yes, indicate:

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

(**Tick applicable box**)

YES	☐	NO	☐
☐	☐	☐	☐

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:

8.2 VAT _____ registration
number:

8.3 Company _____ registration
number:

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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18. Contract amendments
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22. Penalties
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27. Settlement of disputes
28. Limitation of liability
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31. Notices
32. Taxes and duties
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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