

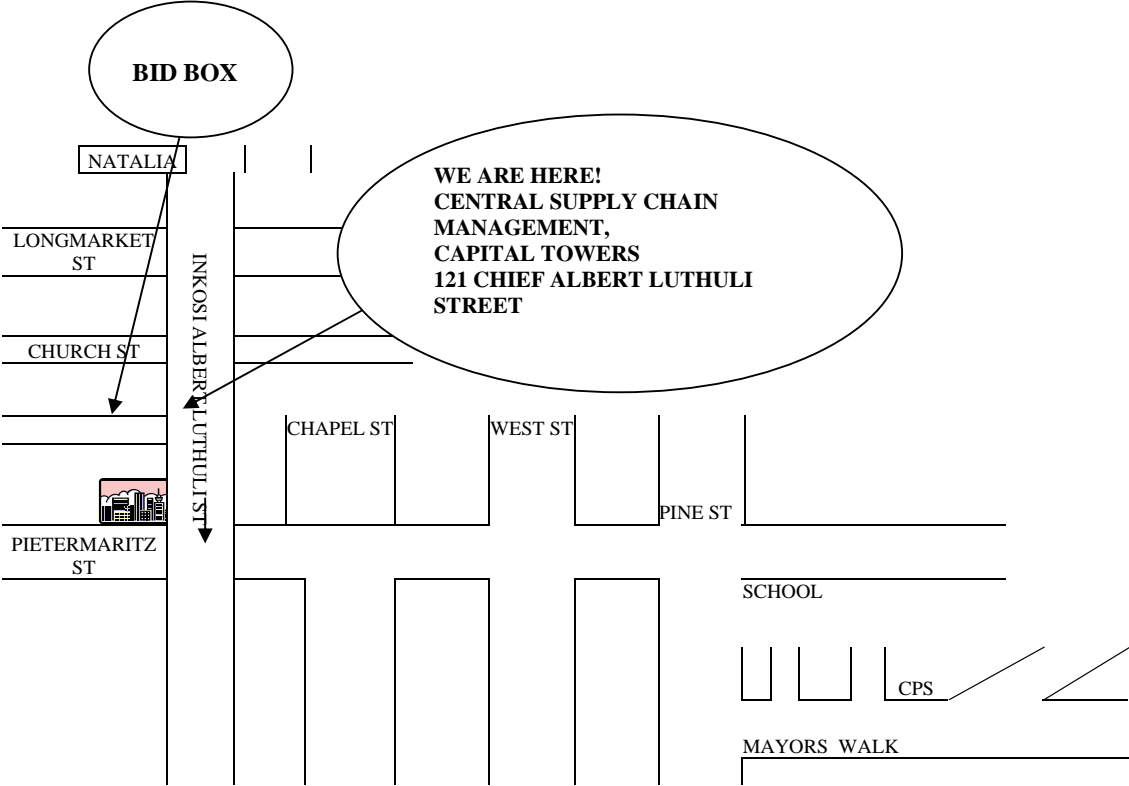


ZNB 7127/2009-H

THE SUPPLY OF PRINTING MATTER FOR CENTRAL PROVINCIAL STORES

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LOCALITY MAP



GUIDANCE NOTES WHEN COMPLETING THE BID DOCUMENT

To assist bidders in correctly completing the bid document, the Department of Health highlights the following sections which are included in the bid document:

1. **Standard Bid Documentation**

(i) **Section A – Invitation to bid**

Complete the name of the bidder. The bidder's name is the name of the taxpayer as reflected on the Tax Clearance Certificate issued by the South African Revenue Services. For example, if the name of the taxpayer is Be Accurate, the name of the bidder is Be Accurate. If your company has a trading name, then the name of the bidder is Be Accurate trading as No Mistakes. Insert your company's Provincial Suppliers Database Registration Number. For example, BEAC 001 ZNT.

(ii) **Section B – Special instructions and notices to bidders regarding the completion of bidding forms**

Read, understand and follow the instructions

(iii) **Section C – Registration on the Provincial Suppliers Database**

This section points out that companies submitting an offer are required to register on the Provincial Suppliers Database. The Special Terms and Conditions in the bid document advise bidders that if they are not registered on the Database their offer will not be considered.

(iv) **Section D – Declaration that information on Provincial Supplier Database is correct and up to date**

Complete, sign and date the document.

(v) **Section E – Declaration of interest**

(a) complete paragraphs 2, (if necessary sub-paragraph 2.1), 3, (if necessary sub-paragraph 3.1), and 4 (if necessary 4.1).

(b) complete signature of declarant, position of declarant, name of bidder and date the form. The signature of the declarant is the person duly authorised to sign the bid, the position of declarant is the position/rank/status the person who signs the bid holds in the company and name of bidder is for example, Be Accurate T/A No Mistakes.

(vi) **Section I – Tax clearance certificate requirements**

The original Tax Clearance Certificate must be submitted with the bid before the closing date and time of the bid. Failure to submit a valid Tax Clearance Certificate will invalidate your bid.

Read to understand the importance of submitting a valid original tax certificate and how you may obtain such.

(vii) **Section J – Authority to sign a bid**

Complete the section that is applicable to your company. For example, if your company is a (Pty) Ltd or Ltd complete Section A. If a one-man/woman business complete Section B. If a partnership business complete Section C. If the business is a cc complete Section D. If the business is a co-operative, complete Section E. Make sure that the appropriate section is correctly completed.

(xi) **Section K – Conditions of bid**

- (a) complete paragraph 2 (e) by giving the address of where your business is situated. Do not give a Post Office box number. The address of where the business is situated is for example, 123 Success Road Durban 4001.
- (b) complete paragraph 6 by placing an x in the appropriate square. The Declaration of Interest can be found under Section E of the bid document.
- (c) complete the section Signed on thisday of 20..... at For example, Signed on this 16th day of October 2002 at Durban.
- (d) sign the form. The signature must be that of the person who is authorised by the company to sign the bid document.
- (e) insert the name of the authorised person in block letters. For example, N.O. ERRORS.
- (f) complete the line: on behalf of (bidders name). For example, Be Accurate T/A No Mistakes. Again, the name of the company is as reflected on the Tax Clearance Certificate. For example, name of taxpayer: Be Accurate, trade name: No Mistakes.
- (g) complete the line: capacity of signatory. For example, owner (one man/woman business), member (Close Corporation), Director etc. The capacity of signatory simply means; what position/rank/status does the person who signed the bid document have in the company.
- (h) complete the line: name of contact person in block letters. For example, N.O. ERRORS. Simply put, who in the company can the Department of Health contact should it wish to query the offer.
- (i) complete the line: postal address. For example, P.O. Box 1 Durban 4000 or 123 Success Road Durban.
- (j) complete the lines: telephone, fax and cell phone numbers. If your company has an E-Mail address supply the details.

(xii) **Section L - Special Conditions of Contract**

There are certain clauses in the Special Terms and Conditions that calls for information that must be supplied when submitting an offer. Read the Special Terms and Conditions and supply the required information as called for.

(xiii) **Section P – Declaration of Bidders’ Past Supply Chain Management Practices**

To be completed by bidder

2. **General Conditions of Contract**

For your information. (Read)

3. **ZNT 30 – Application for preference points**

- (a) Complete the form correctly as preference points are allocated according to the information supplied. Complete page 5. Take special care to ✓ or x columns 2, 3,4 and 5 under the heading Business Information (Page 6). Again, take care to complete the information as called for under paragraph 3 of the ZNT 30. (Page 7) Under the heading HDI Status Yes/No
- (b) state Yes or No and insert your HDI Status. For example, Black/Indian/Coloured. Sign, date and insert your company’s name on (Page 8) of the ZNT 30. Make sure that the Commissioner of Oaths completes their section and the date the bidder signs the ZNT 30 is on the same date the Commissioner of Oaths completed their section. The dates must correspond. Also make sure that the Commissioner of Oaths has initialled each page of the ZNT 30 (Pages 5 – 8).

4. **Evaluation Criteria**

Bids will be evaluated in terms of the criteria stipulated. Be aware of this.]

5. **Specification**

Read the specification as it gives the bidder a clear idea of what the Department requires.

6. **Price pages**

Complete the form correctly and make sure that it is signed, witnessed and dated.

The Department of Health trusts that the aforementioned information will assist your organisation in correctly completing the bid document.

Regards

STANDARD BID DOCUMENTATION

SECTION A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE
KWAZULU-NATAL DEPARTMENT OF HEALTH

PLEASE NOTE THIS BID CLOSES AT 11:00

CLOSING DATE :
BID NO. : **ZNB 7127/2009-H**
DESCRIPTION : **THE SUPPLY OF PRINTING MATTER**
REQUIRED BY : **CENTRAL PROVINCIAL STORES**
CONTRACT PERIOD : **SIX MONTHS**
VALIDITY PERIOD : **120 days**

NAME OF BIDDER _____

PROVINCIAL SUPPLIERS DATABASE REGISTRATION NO.: _____

NB: IN ORDER TO QUALIFY FOR PREFERENCE POINTS A BIDDER MUST ENSURE THAT HE/
SHE/ IT IS REGISTERED AS A SUPPLIER ON THE KWAZULU-NATAL SUPPLIER DATABASE,
AND THAT ALL INFORMATION IS ACCURATE AND UP TO DATE BEFORE THE CLOSURE OF
THE BID

DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED IN:

CENTRAL SUPPLY CHAIN MANAGEMENT DIRECTORATE 121 CHIEF ALBERT LUTHULI ROAD PIETERMARITZBURG 3200	THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIMES : MONDAY TO FRIDAY: 08:00 - 16:00
--	---

DOCUMENTS POSTED SHALL BE ADDRESSED TO:

**Head: Department of Health
Central Supply Chain Management Directorate
121 CHIEF ALBERT LUTHULI ROAD
PIETERMARITZBURG
3200**

TECHNICAL ENQUIRIES TO BE MADE TO: **MRS. T. PAGEL
CENTRAL PROVINCIAL STORES
TEL 033 394 6519**

SECTION B

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

SECTION C

REGISTRATION ON THE PROVINCIAL SUPPLIERS DATABASE

1. In terms of the KwaZulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services to the Province of KwaZulu-Natal are required to register on the Provincial Suppliers Database.
2. If you wish to apply for registration, forms may be downloaded from the website, <http://www.kzntreasury.gov.za>, (click on “Document Library” and then choose “Forms”) or obtained by phoning the toll free number **0800 201 049**. This number is also available for general enquiries relating to Provincial supply chain management issues.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 de-register the supplier from the Database,
 - 3.2 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Suppliers Database, relating to changed particulars or circumstances.**
5. Application for registration must be submitted to the Provincial Treasury. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER IS REQUIRED TO SUBMIT A COPY OF THE REGISTRATION APPLICATION FORM, TOGETHER WITH THE BID DOCUMENTATION, TO THE RESPECTIVE DEPARTMENT INVITING BIDS.

SECTION D

**DECLARATION THAT INFORMATION ON PROVINCIAL SUPPLIER DATABASE
IS CORRECT AND UP TO DATE**
(To be completed by bidder)

THIS IS TO CERTIFY THAT I

.....
(Name of bidder/authorised representative)

WHO REPRESENTS

.....
(State name of bidder)

AM AWARE OF THE CONTENTS OF THE KWAZULU-NATAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

.....
DATE

SECTION E

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, 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 REPRESENTAIVE :

.....

2.2 IDENTITY/NUMBER:

.....

2.3 POSITION OCCUPIED IN THE COMPANY (DIRECTOR, SHAREHOLDER ETC.)

.....

2.4 COMPANY REGISTRATION NUMBER :

.....

2.5 TAX REFERENCE NUMBER:

.....

2.6 VAT REGISTRATION NUMBER :

2.7

* "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.

2.7 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 / shareholder/ member:

.....

Name of state institution to which the person is connected:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder,

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

2.10.1 If so, furnish particulars.

.....
.....

2.11 Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/ NO**

2.11.1 If so, furnish particulars:

.....
.....
.....

1 DECLARATION

I, THE UNDERSIGNED

(NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bid

SECTION I
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of a bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the attached form TCC 001 "Application for a Tax Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval. Copies of TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

**SECTION J
AUTHORITY TO SIGN A BID**

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on..... 20.....

Mr/Mrs.....
(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

.....
(Name of Company)

IN HIS/HER CAPACITY AS:

.....

SIGNED ON BEHALF OF COMPANY:

.....
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1
2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as

.....

.....
SIGNATURE **DATE**

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading ashereby authorise.....to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

..... SIGNATURE	..... SIGNATURE	..... SIGNATURE
..... DATE	..... DATE	..... DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by

its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20.....

At.....Mr/Ms.....,

whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

.....
(Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:

.....
(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1
2

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20.....

atMr/Ms.....whose

signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

.....
(Name of co-operative)

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

.....
NAME IN BLOCK LETTERS

WITNESSES: 1

2

SECTION K
CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

.....
SIGNATURE OF BIDDER OR DULY AUTHORIZED REPRESENTATIVE **NAME IN BLOCK LETTERS**

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....

POSTAL ADDRESS

.....

.....

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:.....

SECTION L

SPECIAL CONDITIONS

INTRODUCTION

- (a) Bidder/s must ensure that they are fully aware of the Conditions contained in this bid document as they shall become the Conditions of Contract once the bid is awarded
- (b) It is the intention of the Department of Health to make multiple awards contained in this bid. Therefore, the Department of Health reserves the right, should it deem necessary to enter into negotiations with the bidder, regarding a flat rate price and service delivery.
- (c) Only bidders that fully meet the specifications shall be accepted.

1. ACCEPTANCE OF BID

- 1.1 The Department of Health Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

2. AMENDMENT OF CONTRACT

- 2.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Department of Health Bid Adjudication Committee approval.

3. BASIS AND QUANTITIES

- 3.1 Bids must be for supply ex duty paid stocks held in the Republic of South Africa during the contract period
The Department of Health is under no obligation to purchase any stock, which is in excess of the indicated quantities of each item.
The quantities reflected in the bid forms are estimated quantities and no guarantee is given or implied as to the actual quantity which will be ordered.
The Department of Health also reserves the right to purchase its requirements elsewhere outside the contract if :
 - 3.1.1 The minimum packing or minimum order quantity specified by the contractor be more than that of an institution's requirement
 - 3.1.2 The item(s) are urgently required and not immediately available
 - 3.1.3 An emergency arises.

4. CHANGE OF ADDRESS

- 4.1 Bidders must advise the Department of Health Central Supply Chain Management should their address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

5. COMPLIANCE WITH SPECIFICATION (INCLUDING SABS/SANS/CKS/ISO/ EN SPECIFICATIONS)

- 5.1 Offers must comply strictly with the specification. Offers exceeding specification requirements are deemed to comply with the specification. The quality of products must not be less than what is specified. Where SABS/SANS/ CKS/ ISO AND EN specifications are called for, the Bidder must submit a certificate of compliance from the SABS with the submission of the bid. If the product is an SANS mark bearing product, this certificate will not be necessary.
- 5.2 SABS/SANS can be contacted for testing and conformity services at
Tel : 031 – 203 2900 – Fax : 031 – 2032907
- 5.3 SANS, SABS /ISO /EN and CKS specifications will be at the account of the prospective bidder

6. SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM

- 6.1 The South African Accreditation System (SANAS) is recognized by the South African Government as the single National Accreditation Body that gives formal recognition that Laboratories, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent to carry out specific tasks. This organization can be contacted as follows: Tel : 012 – 3943760 : Fax : 012 3940526

7. COUNTER OFFERS

- 7.1 Bidders' attention is drawn to the fact that counter offers with regard to any of the abovementioned Special Conditions of Contract will invalidate such bids

8. DELIVERY AND PACKAGING

- 8.1 Basis of delivery: Delivery of items for Central Provincial Stores shall be made directly to the store before 14:30 as indicated in the order issued by the relevant institutions
- 8.2 In emergency cases, the Department of Health reserves the right to request the successful bidder/s to effect deliveries at any given time including Saturdays, Sundays and public holidays
- 8.3 Bidders will be required to make prior arrangement before delivery to allow for a delivery schedule with the Department of Health.
- 8.4 The delivery performance of contract will be closely monitored and any subsequent orders will only be issued to those suppliers that has proved to be competent with their delivery performance
- 8.5 Random inspection and sampling of items will be conducted upon delivery to verify quality and quantity against specification and contract samples and any other quality accreditation that can be prescribed.
- 8.6 It is the contractor's responsibility to off load the delivery vehicle
- 8.7 Order details must be presented upon delivery on delivery notes.
- 8.8 Delivery packages should be of a durable quality that will allow stacking and for further transportation without breakage.
- 8.9 Where applicable each item in a carton must be individually labelled and the following information must appear on the outer packaging of the carton:
 - (a) Name of the manufacturer/supplier

- (b) Description of item
- (c) Item number code / catalogue number
- (d) Date of manufacture
- (e) Product expiry date.
- (f) Batch no
- (g) Lot no.

9. DELIVERY CONDITIONS

- 9.1 Delivery of products must be made in accordance with the instructions appearing on the official order form.
- 9.2 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against the delivery that has been effected.
- 9.3 In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bids document.
- 9.4 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 9.5 All invoices must be submitted in the original format.
- 9.6 Deliveries not complying with the order form will be returned to the contractor at the contractor's expense
- 9.7 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of Contract Management and the Department of Health. If approved, such substitution will be on the same terms and conditions as the current contract.

10. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER (refer to Annexure A)

- 10.1 The bidder must furnish the following details of all current contracts.
 - (i) Date of commencement of contract/s;
 - (ii) Expiry date/s;
 - (iii) Value per contract; and
 - (iv) Contract details. That is, with whom held, phone number and address/s of the companies.

11. DOCUMENTATION OF UNDERTAKING AND LEGISLATIVE REQUIREMENTS

- 11.1 In the event of the bidder not being the actual manufacturer and will be sourcing the product(s) from another company, a letter from that company(ies)/supplier(s) confirming firm supply arrangement(s) including lead times in this regard, must accompany your bid at closing date and time
- 11.2 The said company/manufacturer/supplier issuing such a letter must confirm that it has familiarised itself with the item description/specification and bid conditions and if the bid is for more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued.
- 11.3 Bidders offering medicated products which require registration in terms of Act 101 of 1965 (Medicine & Related Substances Control Act, 1965) be in possession of valid registration certificates, issued in terms of the said Act, at the closing date and time of bid and must comply with the conditions under which the medicines are registered.
- 11.4 Businesses/entities offering medicated products in terms of this bid or dealing in Medicines provide proof of licensing with the Medicines Control Council in terms of Section 22c(1)(b) of the Medicines and Related Substances Control Act as amended, at the closing date and time of bid

Non-compliance with the above mentioned Special Conditions will invalidate the bid for such products offered.

12. ENTERING OF HOSPITAL/CLINIC STORES

12.1 No representative from a company shall be permitted to enter hospital/clinic premises, buildings or containers where stores are kept unless he/she is accompanied by the responsible official in charge of stores. Before entering hospital/clinic premises, buildings or containers where stores are kept, the company representative must in writing, motivate why entry is necessary and written authority must be obtained to enter from the Manager of the Institution.

13. EQUAL BIDS

13.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

14. EXECUTION PLAN

14.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document. Alternatively, the bidder must submit a project execution plan that the company will utilise to successfully execute the contract in terms of manpower, machinery, process, process control, infrastructure, etc. (refer to / attach as Annexure B)

14.2 If the bidder is a supplier/distributor, not a manufacturer of the product bid for, he/she must submit with the bid document on the closing date and time of bid a guarantee or a letter of undertaking from a manufacturer that support required to execute the contract successfully for the duration of the contract shall be provided. (please mark as Annexure C)

NOTE: Failure to submit sufficient information for an assessment to be made may invalidate the entire bid.

14.3 It is a bid condition that prior to an award of the bid being made and/or during the evaluation process, the Department of Health reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Health or an organization acting on its behalf.

15. EXTENSION OF CONTRACT

15.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

16. FIRM PRICES

- 16.1 This bid requires that all prices bid are firm for one year only. If a non-firm price are bid then the bidder will be disqualified for not complying with the Conditions of the Bid.
- 16.2 Bidders are advised that should they be successful in being awarded the contract, it is mandatory for the successful bidder to take out forward cover with a recognized financial institution for a period of one year.

17. HISTORICAL DATA

- 17.1 Historical value and volume reports must be submitted on a three (3) monthly basis to Contract Management, Department of Health, Supply Chain Management by all successful bidders :

17.1.1 SUPPLIER MEASURES

- (a) Delivery period adherence
- (b) Quality adherence

17.1.2 END USER MEASURES

- (a) On time payment
- (b) Rand value of invoices not paid on time
- (c) Actual quantities ordered vs estimated quantities forecasted
- (d) On time order placement

17.2 This information will be submitted at the expense of the contractor.

18. INFORMATION REQUIRED FROM BIDDER (please mark as Annexure D)

- 18.1 Bidders must provide the following particulars about themselves as part of the bid:

- 18.2 Where they have their Headquarters.
 - 18.3 Where they have their Regional Offices.
- } Details to be supplied on company's letterhead.

19. INSPECTION FOR QUALITY

- 19.1 All deliveries to authorised participants will be subjected to a visual examination and scrutiny by the relevant participants, and/or inspection for quality by Provincial Quality Control Laboratories in the Republic of South Africa, and/or inspection for quality by an accredited South African National Accreditation Section (SANAS) testing agency
- 19.2 In the event of products tested the contractor will bear the cost of any item failing to meet the relevant standard.

20. IRREGULARITIES

- 20.1 Companies are encouraged to advise the Department of Health timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

21. JOINT VENTURES

- 21.1 In terms of the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI/PPG members, be entitled to equity ownership in respect of an HDI/PPG.
- 21.2 Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 21.3 Separate ZNT 30's (Application for Preference Points) must be submitted by each company participating in the joint venture. The non-submission of a ZNT 30 by a company will result in preference points not being allocated to such company. Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.
- 21.4 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

22. LATE BIDS

- 22.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 22.2 A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

23. MULTIPLE AWARDS

- 23.1 The Department of Health Bid Adjudication Committee reserves the right to award the bid to more than one contractor, provided the respective bidders offer complies with the specification and meets all the conditions attached to the bid.
- 23.2 The awarding of this bid is not dependent solely of the factors on prices and preference points and where necessary the Department of Health may rely on other factors such as equitable distribution of opportunity. The Department of Health Bid Evaluation and Adjudication Committees will scrutinize that principal business activity of the bidder falls within the principal business activity of the company bidding.

24. NOTIFICATION OF AWARD OF BID

- 24.1 Notification of the award of bid shall be in writing by a duly authorized official of the Department of Health, Central Supply Chain Management.
The written acceptance of an offer constitutes a legal and binding contract if no appeals are lodged.
The contract circular will be issued by a duly authorized official of the Department of Health only.
- 24.2 The intentions of award of bid will be advertised in the same media as the invitation.

25. PAYMENT FOR SUPPLIES AND SERVICES

- 25.1 A contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered.
- 25.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.
- 25.3 Any query concerning the non-payment of accounts must be directed to the institution concerned. The following protocol will apply if accounts are queried:
- (i) contact must be made with the officer-in-charge of stores;
 - (ii) if there is no response from stores, the Manager of the institution must be contacted;
 - (iii) failing all of the above, the contractor must contact The General Manager: Accounting Services supplying the following details :
 - (a) name/s of person/s contacted at the institution and dates; and
 - (b) details of outstanding account.

The General Manager: Accounting Services will then take the appropriate action.

26. PRICE INCREASES

- 26.1 All bid prices must be firm for the contract period. Different prices may be bid for year 1, year 2 and year 3. A bidder must insert the prices for year two and three. Failure to comply with this condition may invalidate the bid. Only CPIX will be used to consider requests for price increases.

27. PRICES – ONLY OFFER

- 27.1 Where only 1 offer is received, the Department of Health has to determine whether the prices are fair and reasonable.

Proof of reasonableness will be determined in the following sequence:

- (i) comparison with prices, after discounts, to his/her other normal clients and the relative discount that the State enjoys;
- (ii) where this is not possible, profit before tax based on a full statement of relevant costs; and
- (iii) in all cases, comparison with previous bid prices where these are available.

28. PROVINCIAL SUPPLIERS DATABASE

- 28.1 A bidder submitting an offer must be registered on the Provincial Suppliers Database. A bidder who has submitted an offer and is not registered on the Provincial Suppliers Database will not be considered.
- 28.2 Each party to a Joint Venture/Consortium must be registered on the Provincial Suppliers Database at the time of submitting the bid.

29. PERIOD OF CONTRACT

30.1 The contract will run for a period of six months.

30. RATE OF EXCHANGE

30.1 All bids involving imported products, must use the rate of exchange that was applicable 14 days prior to the closing date indicated in the bid documents. If this day falls on a week-end or public holiday, the next working day must be used.

30.2 Bidders must submit documentary proof (in the form of a certified copy) from their bank or any other legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above. Information may be obtained from the internet from a financial institution's website.

30.3 In addition to this, the bidder must confirm that the bid price relating to an imported product was based on the rate of exchange 14 days prior to the closing date as mentioned above.

30.4 The Department of Health reserves the right to re-negotiate the price should there be a reduction of the price in the market.

31. SAMPLES

31.1 Samples will not be accepted with the closing of the bid document.

31.2 A sample meeting will be arranged whereby the required companies will be invited to forward their samples on a specified date and time

31.3 Samples must be made available for the sample meeting, failure to provide a sample will reject their bid offer.

31.4 Samples shall be supplied by the bidder at his/her own risk.

31.5 The Department shall not be obliged to pay for such samples.

31.6 The Department reserves the right not to return such samples and to dispose of them at it's discretion

31.7 Samples must be clearly marked : Item number
Name of the Company
Brand name
Bid number

N.B Failure to clearly mark the samples submitted shall result in the samples not being evaluated and eliminated from further consideration

32. SPECIAL CONDITIONS OF CONTRACT

32.1 The bid is issued in accordance with the provisions of the Public Financial Management Act (PFMA), chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract.. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail

33. STATEMENT OF SUPPLIES AND SERVICES

33.1 The contractor shall, monthly, furnish particulars of supplies delivered or services executed. Such information must be submitted to the Department of Health Supply Chain Management. Information required is as follows:

- (i) Name of institution
- (ii) Orders received – order number & catalogue number & quantity delivered.
- (iii) Training performed – Name of institution, number of officials trained and type of training performed.

33.2 If the contractor fails to provide the required information, the Department of Health may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

34. UNSATISFACTORY PERFORMANCE

34.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i) Before any action is taken, the institution shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the institution will:

- (a) take action in terms of its delegated powers
- (b) make a recommendation to its Head Office for cancellation of the contract concerned.

- (ii) When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

35. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

35.1 The validity (binding) period for the bid must be 120 days from close of bid. However, circumstances may arise whereby this Department may request the bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

36. VAT

36.1 Bid prices must be inclusive of VAT.

36.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) the name and address of the recipient;
- (c) an individual serialized number and the date upon which the tax invoice is issued;
- (d) a description of the goods or services supplied;
- (e) the quantity or volume of the goods or services supplied;

- (f) either –
 - (i) the value of the supply, the amount of tax charged and the consideration for the supply; or
 - (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

NOTE

1. **The Department of Health reserves the right to verify the veracity on all information submitted.**

SECTION P

DECLARATION OF BIDDERS' PAST SUPPLY CHAIN MANAGEMENT PRACTICES

(To be completed by Bidder.)

- 1 This Section must form part of all bids invited.
- 2 It serves as a declaration to be used by Departments 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 Department's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system;
 - or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in Writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS: The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "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.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services 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.
- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "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.
- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- (p) "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 Contractor 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 supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "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 Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

1. CESSION OF CONTRACTS

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

2. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

3. QUALITY AND GUARANTEE

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor 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 Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 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 the Special Conditions of Contract.
- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of

rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.

- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without canceling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without canceling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2 -
 - 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or

- 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.
- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.

5. PATENTS

- 5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.
- 5.2 The Contractor shall indemnify the Province against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Province.

6. PACKAGING, MARKING AND DELIVERY

- 6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.
- 6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.
- 6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.
- 6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.
- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.
- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability

shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.

- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
 - 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
 - 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
 - 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

7. CONSIGNMENT OF GOODS

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.
- 7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

8. PAYMENT

- 8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

9. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

10. CONTRACT PRICE ADJUSTMENT

10.1 Firm contract prices shall not be subject to adjustment. contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-

10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.

10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.

10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.

10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.

10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.

10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.

10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he

has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :
- 11.1.1 cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
- 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
- 11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfillment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- 11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

12. LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

13. OFFERING OF COMMISSION OR GRATUITY

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

14. PREFERENCES

- 14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-
 - 14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or
 - 14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
 - 14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

15. WEIGHTS AND MEASURES

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

16. SECURITY

- 16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- 16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.
- 16.3 No deposits are required for bid applications for contracts below R 500 000.

17. ORDERS

- 17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.
- 17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:
 - 17.2.1 Name of Institution placing order;
 - 17.2.2 Provincial official order number;
 - 17.2.3 Quantity ordered; and
 - 17.2.4 List of items ordered.

18. EXPORT LICENCES

- 18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:
 - 18.1.1 Not incur any direct or indirect costs in connection with the supply or despatch of such supplies before he has obtained such licence;
 - 18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

19. INSURANCE

- 19.1 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.
- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

20. INSPECTION, TESTS AND ANALYSES

- 20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organisation acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to despatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be

necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.

20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.

20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

21. RESTRICTION OF BIDDING

Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

22. CONTRACTOR'S LIABILITY

22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.

22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

23. PRICE LISTS

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

24. SUBMISSION OF CLAIMS

24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.

24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired, will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.

24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

24.4

25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

- 25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.
- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

27. AMENDMENT OF CONTRACT

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

28. NOTICES

- 28.1 Every written acceptance of a bid shall be posted to the supplier/bidder concerned by registered or certified mail and any other notice to him/her/it shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him/her/it in writing and such posting shall be deemed to be proper service of such notice.
- 28.2 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 such notice.

29. INCIDENTAL SERVICES

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
 - (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 Contractor of any warranty obligations under this contract; and
 - (e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

29.2 Prices charged by the Contractor 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 Contractor for similar services.

30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 30.1 The Contractor shall not, without the Province'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 Province in connection therewith, to any person other than a person employed by the Contractor 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.
- 30.2 The Contractor shall not, without the Provinces prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract of so required by the Province.
- 30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

31. SPARE PARTS

- 31.1 If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:
- (a) such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under the contract.
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

32. PENALTIES

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 33.1 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.

34. GOVERNING LANGUAGE

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.

35. TAXES AND DUTIES

- 35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.
- 35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.
- 35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province 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.



APPLICATION FOR PREFERENCE POINTS (ZNT 30)

**THESE FORMS MUST BE COMPLETED AND SUBMITTED TOGETHER WITH
YOUR BID OR QUOTATION.**

1. Primary Definitions:

- 1.1 **“Affirmable Business Enterprise”** - a business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and whose management and daily business operations are in the control of one or more of the Historically Disadvantaged Individuals who own it.

1. Supplementary Definitions:

- 2.1 **“Affiliated Entity”** - is a business entity which has control of or the power to control another business entity, albeit indirectly, eg where a third person has control of or has the power to control both entities. Indicators of control shall, without limitation, include interlocking management or ownership, identity of interests among family members, shared facilities and equipment or common use of employees.

NOTE: In order to prevent ABE’s from breaking themselves down into smaller entities so as to keep within the prescribed turnover limits and in so doing maintain their ABE status, the annual average turnover of Affiliated Businesses must be considered. A business will be deemed to be an affiliated entity should the ABE under consideration have a 50% or more ownership in such an enterprise, or a HDI who has ownership of 33% or more within the ABE under consideration, also have an ownership of 33% or more in the other entity.

- 2.1 **“Commercially Useful Function”** - refers to the performance of real and actual work, or the provision of services, in the discharge of any contractual obligation which shall include but not be limited to the performance of a distinct element of work, which the business has the skill and expertise to undertake and the responsibility for management and supervision.

- 2.2 **“Control”** - means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

- 2.3 **“Disability”** - means, in respect of a person, a permanent impairment of a physical, intellectual, or a sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

- 2.4 **“Executive Director”** - is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act, 1973 (Act 61 of 1973) or a member of a close corporation registered in terms of the Close Corporation Act, who jointly and severally with his other partners, co-directors or co-members, as the case may be, bears the risk of business and takes responsibility for the management and liabilities of the partnership company or close corporation.

- 2.5 **“Historically Disadvantaged Individuals (HDI)”** - means a South African citizen:

- i) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No.110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (the interim Constitution);
- i) a female; and
- ii) has a disability.

NOTE: A person, who obtained South African citizenship on or after (27 April 1994) the coming into effect of the Interim Constitution, is deemed not to be an HDI.

- 2.6** “**Independent Enterprise**” - means an enterprise which is free of any degree of direct or indirect ownership, or control by any firm which engages in activities similar to those in respect of which credit toward the Contract Participation Goal is sought, or by any Executive Director of such a firm, who is not a Historically Disadvantaged Individual.

NOTE: Any enterprise whose owners include firms which engage in the majority of activities that are performed by that enterprise cannot claim Affirmable Business Enterprise status. Likewise, any enterprise which has any non HDI Executive Directors who have interests in such firms cannot claim Affirmable Business Enterprise status.

- 2.7** “**Priority Population Groups (PPG)**” - means Historically Disadvantaged Individuals who fall into population groups that were not offered a franchise in national elections before or after the introduction of the 1984 tricameral parliamentary system and only received their franchise during 1994.

- 2.8** “**Small Business**” - means a separate and distinct business entity, including co-operative enterprises and non-governmental organisations, managed by one owner or more which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or sub-sector of the economy mentioned in column 1 of the schedule and which can be classified as a micro, a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 3, 4 and 5 of the schedule opposite the smallest relevant size or class as mentioned in column 2 of the schedule.

- 2.9** “**Trust**” - means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer that property for the benefit of another person (beneficiary).

- 2.10** “**Trustee**” - means any person, including the founder of a trust, to whom property is bequeathed in order for the property to be administered for the benefit of another person (beneficiary).

INTRODUCTION AND GUIDELINES

The ZNT 30 was specifically designed to provide for the application for preference points. In order to ensure that bidders/suppliers are considered as legitimate bidders/suppliers, it is imperative that the following guidelines are adhered to.

1. Applicants are to complete pages 5 to 8, where applicable. Failure by an applicant bidder/supplier to provide all relevant information required, will result in such a bidder/ supplier not being considered for preference point's allocation. If the information required is not applicable to your business, clearly insert the symbols "**N/A**" in the appropriate space. If the space provided is left blank, it will be regarded as information that is still outstanding and the ZNT 30 will not be processed further.
1. Applicants are advised that only original **ZNT 30, or PHOTOSTAT** copies thereof, will be processed. Any document that has been retyped or redrafted will be disregarded.
2. It is imperative that only documents with an original signature be submitted. No photocopies or fax transmissions will be accepted, if they do not bear the original signature/s.
3. All signatures to the document must be commissioned by an authorised Commissioner of Oaths. Failure to do so will result in the applicant not qualifying for preference points.
4. All terms contained herein shall be interpreted in terms of the KwaZulu-Natal Supply Chain Management Framework.
5. This document remains valid for a period of one hundred and eighty (180) days only.
6. Bidders/Suppliers providing information incorrectly or fraudulently in their **ZNT 30** submitted for the purpose of preference points, will be disqualified from bidding and removed from the Suppliers Database, in addition to any other action the Province may institute against such a supplier. Further, in the event of the Province being prejudiced financially, it reserves the right to take legal action against the bidder/supplier.
7. For definitions of terminology used in this document, please refer to the definitions set out in regulation 1 of the Procurement Regulations, 2001, obtainable from the Procurement Administration Office or website.
8. Any alterations made by the bidder must be initialed. The use of correcting fluid is prohibited, and may lead to non-awarding of preference points.
9. Submission of a duly signed **ZNT 30** indicates that a bidder/supplier has adequately familiarised himself/herself/itself with the contents and the legal implications thereof. Because bidders/suppliers are accordingly liable for all information submitted on the **ZNT 30**, they are urged to seek legal advice where there is uncertainty relating to the terms and conditions contained herein.

APPLICATION FOR PREFERENCE POINTS

(The following information must be filled in by the applicant. Failure to submit all the required information may lead to non-awarding of preference points)

1. BUSINESS PARTICULARS

1.1. Name of Business:

1.2. Suppliers Database Registration Number:

1.3. Postal address:

.....

Physical address:

.....

.....

Telephone no.: Fax no.:

Cell. no.:

E-mail address, if available:

1.4. Contact person (Print name):

1.5. Physical location of Head Office (if applicable):

1.6 TYPE OF BUSINESS

Tick whichever block is applicable to your business or firm.

PUBLIC COMPANY LTD	
PRIVATE COMPANY (PTY) LTD	
CLOSE CORPORATION CC	
SOLE PROPRIETOR	
PARTNERSHIP	
TRUST	
CO-OPERATIVE	
VOLUNTARY ASSOCIATIONS	
JOINT VENTURE	

1. BUSINESS INFORMATION

THE FOLLOWING TABLE MUST BE COMPLETED IN ORDER TO ESTABLISH WHETHER A BUSINESS CAN BE CLASSIFIED AS AN SMME IN TERMS OF THE NATIONAL SMALL BUSINESS ACT 102 OF 1996. INDICATE THE SECTOR BY TICKING THE APPROPRIATE BLOCK IN COLUMN 2 AND THEN TICK THE CORRESPONDING INFORMATION BLOCKS IN COLUMNS 3, 4 AND 5.

COLUMN 1	COLUMN 2	COLUMN 3		COLUMN 4		COLUMN 5	
Sector or sub-sectors in accordance with the Standard Industrial Council	TICK WHERE APPLICABLE	Total full time equivalent of paid employees		Total annual turnover Less than		Total gross asset value (fixed property excluded) Less than	
Agriculture		MORE THAN 100		MORE THAN R 4.00m		MORE THAN R 4.00m	
		LESS THAN 100		LESS THAN R 4.00m		LESS THAN R 4.00m	
Mining and Quarrying		MORE THAN 200		MORE THAN R 30.00m		MORE THAN R 18.00m	
		LESS THAN 200		LESS THAN R 30.00m		LESS THAN R 18.00m	
Manufacturing		MORE THAN 200		MORE THAN R 40.00m		MORE THAN R 15.00m	
		LESS THAN 200		LESS THAN R 40.00m		LESS THAN R 15.00m	
Electricity, Gas and Water		MORE THAN 200		MORE THAN R 40.00m		MORE THAN R 15.00m	
		LESS THAN 200		LESS THAN R 40.00m		LESS THAN R 15.00m	
Construction		MORE THAN 200		MORE THAN R 20.00m		MORE THAN R 4.00m	
		LESS THAN 200		LESS THAN R 20.00m		LESS THAN R 4.00m	
Retail and Motor Trade and Repair Services		MORE THAN 100		MORE THAN R 30.00m		MORE THAN R 5.00m	
		LESS THAN 100		LESS THAN R 30.00m		LESS THAN R 5.00m	
Wholesale Trade, Commercial Agents and Allied Services		MORE THAN 100		MORE THAN R 50.00m		MORE THAN R 8.00m	
		LESS THAN 100		LESS THAN R 50.00m		LESS THAN R 8.00m	
Catering, Accommodation and other Trade		MORE THAN 100		MORE THAN R 10.00m		MORE THAN R 2.00m	
		LESS THAN 100		LESS THAN R 10.00m		LESS THAN R 2.00m	
Transport, Storage and Communications		MORE THAN 100		MORE THAN R 20.00m		MORE THAN R 5.00m	
		LESS THAN 100		LESS THAN R 20.00m		LESS THAN R 5.00m	
Finance and Business Services		MORE THAN 100		MORE THAN R 20.00m		MORE THAN R 4.00m	
		LESS THAN 100		LESS THAN R 20.00m		LESS THAN R 4.00m	
Community, Social and Personal Services		MORE THAN 100		MORE THAN R 10.00m		MORE THAN R 5.00m	
		LESS THAN 100		LESS THAN R 10.00m		LESS THAN R 5.00m	

1. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT RELATING TO PREFERENCES THAT THE APPLICANT (BUSINESS) MAY APPLY FOR

I/WE, THE UNDERSIGNED, WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER/SUPPLIER, CERTIFIES THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT (ZNT 30) INCLUDING THE ANNEXURE/S WITH ADDITIONAL INFORMATION, IS CORRECT AND ACCURATE AND ACKNOWLEDGES THAT:

- 4.1 The bidder/supplier will be required to furnish documentary proof of the information relating to preferences points, if requested to do so.
- 4.1 If the information supplied is found to be incorrect then the Province may, in addition to any remedies it may have:
 - i. Disqualify the bidder/supplier/contractor for a particular bid/contract/project it may be considered for, or which had been awarded to the supplier/contractor;
 - i. Recover from the bidder/supplier/contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of a contract;
 - ii. Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation; and/or
 - iii. De-register the supplier registered on the Suppliers Database.

SIGNED ON THIS DAY OF 20.....AT....., BEFORE THE COMMISSIONER OF OATHS

.....
SIGNATURE OF BIDDER/SUPPLIER OR DULY AUTHORISED REPRESENTATIVE

.....
NAME IN BLOCK LETTERS

SIGNED ON BEHALF OF (BIDDER/SUPPLIER'S NAME).....

*Signed and affirmed, before me at on this day of
 year....., by the deponent who has acknowledged that he/she knows and understands, the contents of this document, and he/she has acknowledged that he/she has no objection to affirming, that he/she regards the affirmation to be binding on his/her conscience. NB: Kindly initial each page in confirmation that the deponent understands the contents of the document and affirms that the information supplied is true and correct.

.....
 COMMISSIONER OF OATHS

FULL NAME:

BUSINESS ADDRESS:

.....

CAPACITY:..... AREA:

CRITERIA UTILISED FOR THE AWARDING OF PREFERENCE POINTS
(Attached to the ZNT 30 for Information purposes only)

PREFERENCE POINT SYSTEM, EVALUATION OF BIDS, AWARDING OF CONTRACTS
PERTAINING TO BIDS NOT SCORING HIGHEST POINTS, CANCELLATION OF BID PROCESS
AND RE-INVITATION OF BIDS

1. Direct Preference Point System (80/20): Consideration of bids for the procurement of goods and services with an estimated value of R 30 000 up to R 500 000

- (1) the following formula must be used to calculate the points for price in respect of bids/procurement with a Rand value equal to or above R 30 000 and up to a Rand value of R 500 000.

$$Ps = 80 \left\{ 1 - \frac{Pt - Pmin}{Pmin} \right\}$$

Where

Ps = Points scored for price of bid under consideration

Pt = Rand value of bid under consideration.

Pmin = Rand value of lowest acceptable bid.

- (2) A maximum of 20 preference points may be awarded to a bidder for achieving the following specified goals.

Goal 1 (a) Preference points may be allocated to an HDI woman, HDI disabled person or a youth, with reference to the formula below.

(i) $0.0333 \times (Xt - 25)$

Where:

Xt = the equity ownership of an entity under consideration, with respect to HDI women, HDI disabled persons or youth, which must be determined in relation to total equity ownership of the bidder under consideration.

Points are therefore only allocated if the equity ownership of HDI women, HDI disabled persons or youth respectively, **is greater than 25%**.

- (b) A maximum of 2.5 points in respect of each group may be allocated. Points may therefore be allocated as follows:

- (i). If HDI women equity ownership is 25% or more, 2.5 points may be allocated proportional to equity ownership.
- (i). If HDI disabled persons equity ownership is 25% or more, 2.5 points may be allocated proportional to equity ownership.
- (ii). If youth equity ownership is 25% or more, 2.5 points may be allocated proportional to equity ownership.

Points may be allocated cumulatively in respect of the above three groups under the relevant circumstances, as set out above.

Goal 2 : If the bidder is a **black company** with a minimum of **40% black equity ownership, 7,5 points** must be allocated. (If black equity ownership is less than 40%, no points may be allocated.)

Goal 3 : If the bidder is a **black co-operative** with **100% black ownership, 2,5 points** must be allocated. (If black ownership is less than 100%, no points may be allocated.)

Goal 4 : Entities which have a **100% PPG equity ownership** will qualify for **2.5 points**. (If PPG equity ownership is less than 100 %, no points may be allocated.)

(3) The preference points scored by a bidder in respect of the goals contemplated in subparagraph (2) must be added to the points scored for price.

(4) Only the bid with the highest number of points scored may be selected.

A discussion and explanations regarding the application of the preference point system, is contained in Provincial Practice Note SCM 06 of 2006.

2. **Contract Participation Goal System (90/10): Consideration of bids for the procurement of goods and services with an estimated value above R 500 000.**

(1) The following formula must be used to calculate the points for price in respect of bids/procurement with a Rand value above R 500 000:

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

Where

P_s = Points scored for price of bid under consideration
 P_t = Rand value of bid under consideration
 P_{\min} = Rand value of lowest acceptable bid

(2) A maximum of 10 preference points may be awarded to a bidder for being an HDI and/or achieving specified goals and/or subcontracting with an HDI. The formula for the calculation of points for the contract participation goals are as follows:

(i) $N = 10 (D - D_s) / (X - D_s)$

Where

N = Points scored for achieving contract participation goal/s
 D = Tendered Participation Goal
 D_s = Minimum Participation Goal set by employer (10%)
 X = Participation Goal above which no further points are awarded (40%)

(ii) A contractor may achieve his Contract Participation Goal obligations as follows:

- (a) By virtue of HDI status as a Prime Contractor.
- (b) By virtue of PPG status as a Prime Contractor.
- (b) By virtue of joint venture status as a Prime Contractor.

- (b) By awarding/subcontracting to HDI's/PPG's
 - (c) By awarding/subcontracting to joint ventures which have HDI/PPG partners.
- (3) The preference points scored by a bidder in respect of the goals contemplated in subparagraph (2) must be added to the points scored for price.
- (4) Only the bid with the highest number of points scored may be selected.

A discussion and explanations regarding the application of the preference point system, is contained in Provincial Practice Note SCM 06 of 2006.

3. Direct Preference Point System (80/20): Consideration of bids for the sale or letting of assets with an estimated value of R 30 000 up to R 500 000.

- (1) The following formula must be used to calculate the points for price in respect of bids with a Rand value equal to, or above R 30 000 and up to a Rand value of R 500 000 and which relate to the sale or letting of assets:

$$Ps = 80 \left(1 + \frac{Pt - Ph}{Ph} \right)$$

Where –

Ps = Points scored for price of bid under consideration
 Pt = Rand value of bid under consideration
 Ph = Rand value of highest acceptable bid

- (2) A maximum of 20 preference points may be awarded to a bidder for achieving specified goals.

Goal 1 (a) Preference points may be allocated to an HDI woman, HDI disabled person or a youth, with reference to the formula below.

(i) **0.0333 x (Xt -25)**

Where:

Xt = the equity ownership of an entity under consideration,
 With respect to HDI women, HDI disabled persons or youth,
 which must be determined in relation to total equity ownership of
 the bidder under consideration,

Points are therefore only allocated if the equity ownership of HDI women, HDI disabled persons or youth respectively, **is greater than 25%.**

- (b) A maximum of 2.5 points in respect of each group may be allocated. Points may therefore be allocated as follows:

- (iii). If HDI women equity ownership is 25% or more, 2.5 points may be allocated proportional to equity ownership.
- (iv). If HDI disabled persons equity ownership is 25% or more, 2.5 points may be allocated proportional to equity ownership.

- (v). If youth equity ownership is 25% or more, 2.5 points may be allocated proportional to equity ownership.

Points may be allocated cumulatively in respect of the above three groups under the relevant circumstances, as set out above.

Goal 2 :If the bidder is a **black company** with a **minimum of 40% black equity ownership, 7.5 points** must be allocated. (If black equity ownership is less than 40%, no points may be allocated.)

Goal 3 :If the bidder is a **black co-operative** with **100% black ownership, 2.5 points** must be allocated. (If black ownership is less than 100%, no points may be allocated.)

Goal 4 : Entities which have a **100% PPG equity ownership** will qualify for **2.5 points**. (If PPG equity ownership is less than 100 %, no points may be allocated.)

(3) The preference points scored by a bidder in respect of the goals contemplated in subparagraph (2) must be added to the points scored for price.

(4) Only the bid with the highest number of points scored may be selected.

A discussion and explanations regarding the application of the preference point system, is contained in Provincial Practice Note SCM 06 of 2006.

4. Contract Participation Goal System (90/10): Consideration of bids for the sale or letting of assets with an estimated value above R 500 000

- (1) The following formula must be used to calculate the points for price in respect of bids with a Rand value above R 500 000 and which relate to the sale or letting of assets:

$$Ps = 90 \left(1 + \frac{Pt - Ph}{Ph} \right)$$

Where -

- Ps = Points scored for price of bids under consideration
Pt = Rand value of bid under consideration
Ph = Rand value of highest acceptable bid

- (2) A maximum of 10 preference points may be awarded to a bidder for being an HDI and/or achieving specified goals and/or subcontracting with an HDI. The formula for the calculation of points for the contract participation goals are as follows:

(i) $N = 10 (D - Ds) / (X - Ds)$

Where

- N = Points scored for achieving contract participation goal/s
D = Tendered Participation Goal
Ds = Minimum Participation Goal set by employer (10%)
X = Participation Goal above which no further points are awarded (40%)

- (ii) A contractor may achieve his Contract Participation Goal obligations as follows:

- (a) By virtue of HDI status as a Prime Contractor.
- (b) By virtue of PPG status as a Prime Contractor.
- (d) By virtue of joint venture status as a Prime Contractor.
- (e) By awarding/subcontracting to HDI's/PPG's
- (f) By awarding/subcontracting to joint ventures which have HDI/PPG partners.

- (3) The preference points scored by a bidder in respect of the goals contemplated in subparagraph (2) must be added to the points scored for price.

- (4) Only the bid with the highest number of points scored may be selected.

A discussion and explanations regarding the application of the preference point system, is contained in Provincial Practice Note SCM 06 of 2006.

ZNB 7127/2009-H
THE SUPPLY OF PRINTING MATTER FOR CENTRAL PROVINCIAL STORES

EVALUATION CRITERIA

All proposals received shall be evaluated on the following:

1. Specification:

Only offers that meet the specification and Special Conditions of Contract in all aspects as stipulated in the bid document shall be considered.

Offers better than specification are considered to be compliant with the specification.

2. Correctness of information:

All information required in the bid document must be accurate and duly completed including all the appropriate signatures. This includes the completion of documentation where required and the submission of required / requested documentation eg. Valid tax certificate, etc.

The Department of Health reserves the right to verify all information submitted.

Non compliance with the above will result in elimination from further evaluation of offers

3. Plan to execute the contract:

The bidder is required to submit proof that he/she has the required plan to execute the contract. In this instance, you may refer to the "Execution Plan" in Section L of the Special Conditions of contract.

If the bidder source stock/material from manufacturer or distributor a letter of undertaking from the supplier must be attached.

Commitment to training and capacitation of employees must be displayed.

2 Preferential Point System:

4.1 The 90/10 preferential point system shall be used in the evaluation process.

4.2 The following **Contract Participation Goals** (CPG) shall be applied in the evaluation process.

CONTRACT PARTICIPATION GOAL	POINTS
By virtue of PPG status as a Prime Contractor	10
or	10
By virtue of HDI status as the Prime Contractor	

Note: For purposes of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned. Should the space provided not be adequate, bidders are kindly requested to attach the required information as Annexure E following the sequence used in the bid document.

PRICE PAGE

N.B.: This form must be completed in detail, signed by the Bidder and bear the signature of a witness. Failure to comply with these requirements may result in the bid being disregarded.

CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H	PERIOD: SIX MONTHS
<p>ITEM NO:19-00001 SPECIFICATION:SETS, BATCH BINDERS NO PRINTING. EACH BATCH BINDER CONSISTS OF 2 PIECES OF BOARD WITH 4 SLOTS 22MM LONG BY 4MM WIDE PUNCHED ON EACH BOARD AS PER SPECIMEN SIZE: 315MM X 220MM BOARD: 1825 MICRONS CHIPBOARD WHITE RIBBON 850MM LONG AND 20MM WIDE THREAD THROUGH EACH BATCH BINDER SET AS PER SPECIMEN</p> <p>ALL ITEMS TO BE BOXED IMPRINT NO: I.E. CPS CAT. NO./LATEST O/N / DATE / YOUR REFERENCE PACK AND LABEL: {CAT. NO. ON ALL LABELS AND BOXES PLEASE</p>	<p>NAME AND ADDRESS OF BIDDER(FIRM) TEL:..... FAX:.....</p>
QUANTITY REQUIRED	3600 PAIRS
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES/NO <i>(Delete which is not applicable)</i>
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE	YES/NO <i>(Delete which is not applicable)</i>
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT	.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week.</i> <i>Indefinite periods e.g. when stocks are available will not be accepted.</i>	
HAS SAMPLE BEEN SUBMITTED?	YES/NO <i>(Delete which is not applicable)</i>
WHERE ARE STOCKS *HELD?	
NET BID PRICE PER PAIR INCLUDING DELIVERY CHARGES	R.....
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)	R.....
TOTAL BID PRICE PER PAIR	R.....
	..... (Signature of Bidder) DATE: (Signature of Witness) DATE:.....

PRICE PAGE

N.B.: This form must be completed in detail, signed by the Bidder and bear the signature of a witness. Failure to comply with these requirements may result in the bid being disregarded.

CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H		PERIOD: SIX MONTHS	
ITEM NO:23-14801 BOOKS, MATERNITY CASE RECORD 8 LEAVES PRINTED BOTH SIDES IN BLACK INK AS OER SPECIMEN, EACH BOOK SIZE : 297MM X 210 MM PAPER : WHITE 60 GSM COVERS : GREEN TOKAI 200GSM (MILL TINTED) SIZE : 297MM X 490MM SCORED 420MM FROM THE LEFT HAND SIDE TO FORM A BLACK FLAP OF 65MM, FOLD ONE PRINTED BOTH SIDES IN BLACK INK. SADDLE STAPLE 2		NAME AND ADDRESS OF BIDDER(FIRM) TEL:..... FAX:.....	
QUANTITY REQUIRED		120 000 BOOKS	
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>		YES/NO <i>(Delete which is not applicable)</i>	
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE		YES/NO <i>(Delete which is not applicable)</i>	
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT		.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will not be accepted.</i>			
HAS SAMPLE BEEN SUBMITTED?		YES/NO <i>(Delete which is not applicable)</i>	
WHERE ARE STOCKS *HELD?			
NET BID PRICE PER BOOK INCLUDING DELIVERY CHARGES		R.....	
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)		R.....	
TOTAL BID PRICE PER BOOK		R.....	
		..... align="center">(Signature of Bidder) DATE: align="center">(Signature of Witness) DATE:.....	

PRICE PAGE

N.B.: This form must be completed in detail, signed by the Bidder and bear the signature of a witness. Failure to comply with these requirements may result in the bid being disregarded.

CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H	PERIOD: SIX MONTHS
ITEM NO: 23-20000 PKTS X 250 CARDS, FAMILY PLANNING PRINTED BOTH SIDES ONLY IN BLACK INK SIZE: 135MM X 378MM BOARD: ELTORO LITHO 200 GSM	
QUANTITY REQUIRED	300 PACKETS OF 250
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES/NO <i>(Delete which is not applicable)</i>
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE	YES/NO <i>(Delete which is not applicable)</i>
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT	.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will not be accepted.</i>	
HAS SAMPLE BEEN SUBMITTED?	YES/NO <i>(Delete which is not applicable)</i>
WHERE ARE STOCKS *HELD?	
NET BID PRICE PER PACKET OF 250 INCLUDING DELIVERY CHARGES	R.....
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)	R.....
TOTAL BID PRICE PER PACKET OF 250	R.....
	..... (Signature of Bidder) DATE: (Signature of Witness) DATE:.....

PRICE PAGE

N.B.: This form must be completed in detail, signed by the Bidder and bear the signature of a witness. Failure to comply with these requirements may result in the bid being disregarded.

CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H		PERIOD: TWELVE MONTHS
ITEM NO: 23-22301 PKTS X 250 CARDS, APPOINTMENT PATIENT PRINTED BOTH SIDES ONLY IN BLACK INK SIZE: 105MM X 152MM BOARD: ELTORO LITHO 200 GSM SCORE 76MM FROM LEFT HAND SIDE-NOT FOLDED		
QUANTITY REQUIRED	4 250 PACKETS OF 250	
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES/NO <i>(Delete which is not applicable)</i>	
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE	YES/NO <i>(Delete which is not applicable)</i>	
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT	.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will not be accepted.</i>		
HAS SAMPLE BEEN SUBMITTED?	YES/NO <i>(Delete which is not applicable)</i>	
WHERE ARE STOCKS *HELD?		
NET BID PRICE PER PACKET OF 250 INCLUDING DELIVERY CHARGES	R.....	
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)	R.....	
TOTAL BID PRICE PER PACKET OF 250	R.....	
	..... (Signature of Bidder)	
	DATE:	
	..... (Signature of Witness)	
	DATE:.....	

PRICE PAGE

N.B.: This form must be completed in detail, signed by the Bidder and bear the signature of a witness. Failure to comply with these requirements may result in the bid being disregarded.

CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H		PERIOD: SIX MONTHS
ITEM NO: 23-27608		
PACKETS OF 250 FOLDERS, OUT-PATIENT RECORD PRINTED BOTH SIDES IN BLACK INK AS PER SPECIMEN SIZE: 297MM x 545 MM BOARD: BUFF TOKAI 240 GSM (MILL TINTED) SCORED: 2 DOWN 203 MM AND 424 MM FROM LEFT HAND EDGE NOT FOLDED PUNCH 3 HOLES 2 HOLES TO BE EQUIDISTANT FROM THE TOP AND BOTTOM EDGES AND 228 MM FROM THE EDGE OF THE FRONT COVER 3RD HOLE 25 MM FROM TOP OF BORDER AND CENTRE FOLD		
QUANTITY REQUIRED	3000 PACKETS OF 250	
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES/NO <i>(Delete which is not applicable)</i>	
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE	YES/NO <i>(Delete which is not applicable)</i>	
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT	.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will not be accepted.</i>		
HAS SAMPLE BEEN SUBMITTED?	YES/NO <i>(Delete which is not applicable)</i>	
WHERE ARE STOCKS *HELD?		
NET BID PRICE PER PACKET OF 250 INCLUDING DELIVERY CHARGES	R.....	
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)	R.....	
TOTAL BID PRICE PER PACKET OF 250	R.....	
	..... (Signature of Bidder)	
	DATE:	
	..... (Signature of Witness)	
	DATE:.....	

PRICE PAGE

N.B.: This form must be completed in detail, signed by the Bidder and bear the signature of a witness. Failure to comply with these requirements may result in the bid being disregarded.

CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H		PERIOD: SIX MONTHS
ITEM NO: 23-47001 PKT OF 250 CARDS OUT-PATIENT RECORD (PATIENT HELD) PRINTED BOTH SIDES ONLY IN BLACK INK NB' DATED DIAGNOSIS SIDE MUST BE PRINTED ON THE CF SIDE OF THE BOARD SIZE: 125mm x 325mm BOARD: NCR 125GSM CF ELTORO LITHO		
QUANTITY REQUIRED	3750 PACKETS OF 250	
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES/NO <i>(Delete which is not applicable)</i>	
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE	YES/NO <i>(Delete which is not applicable)</i>	
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT	.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will not be accepted.</i>		
HAS SAMPLE BEEN SUBMITTED?	YES/NO <i>(Delete which is not applicable)</i>	
WHERE ARE STOCKS *HELD?		
NET BID PRICE PER PACKET OF 250 INCLUDING DELIVERY CHARGES	R.....	
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)	R.....	
TOTAL BID PRICE PER PACKET OF 250	R.....	
	..... (Signature of Bidder)	
	DATE:	
	..... (Signature of Witness)	
	DATE:.....	

PRICE PAGE

N.B.: This form must be completed in detail, signed by the Bidder and bear the signature of a witness. Failure to comply with these requirements may result in the bid being disregarded.

CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H	PERIOD: SIX MONTHS
<p>ITEM NO: 26-01422</p> <p>ORDER BOOKS</p> <p>50 LEAVES. 1 TO VIEW, EACH IN QUADRUPLICATE. 1ST PRINTED ONE SIDE ONLY, IN GREEN AND BLACK INK. PERFORATED 1 DOWN AND NUMBERED IN GREEN INK-ORDER FORM 2ND PRINTED ONE SIDE ONLY, IN GREEN AND BLACK INK. PERFORATED 1 DOWN AND NUMBERED IN GREEN INK-COMPILED BY. 3RD PRINTED ONE SIDE ONLY, IN GREEN AND BLACK. PERFORATED 1 DOWN AND NUMBERED IN GREEN INK-CHECKED BY 4TH PRINTED ONE SIDE ONLY, IN GREEN AND BLACK. FAST AND NUMBERED IN GREEN INK-WITHOUT CHECKED BY</p> <p>ALL NUMBERING TO BE SUPPLIED FROM: A181501 – A406500 MAKE-UP: WIRE STITCHED 3 WIRES AT LEFT HAND SIDE WITH GREEN BOARD 160 GSM TOP AND BOTTOM. GLUED WITH PRINTED LABEL ON FRONT COVER. 1X 1225U IMPRESSION BOARD, SIZE A4 IN EACH BOOK. GREEN INK REFERENCE TO FOLLOW-NOTE 10 DIGITS REQUIRED FOR NUMBERING.</p> <p>SIZE: 210mm X 297mm</p> <p>STOCK: 1ST YELLOW – TINTED 1 SIDE MONDI IMAGE CB-56GSM 2ND WHITE - MONDI IMAGE CFB 53GSM 3RD BLUE -TINTED 1 SIDE MONDI IMAGE CFB 53GSM 4TH PINK-TINTED 1 SIDE MONDI IMAGE CF 57GSM</p> <p>ALL ITEMS TO BE BOXED IMPRINT NO: I.E. CPS CAT. NO./LATEST O/N/ DATE / YOUR REFERENCE PACK AND LABEL: (CAT.NO.ON ALL LABELS AND BOXES PLEASE)</p>	
QUANTITY REQUIRED	500 BOOKS
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES/NO <i>(Delete which is not applicable)</i>
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE	YES/NO <i>(Delete which is not applicable)</i>
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT	.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week.</i> <i>Indefinite periods e.g. when stocks are available will not be accepted.</i>	
HAS SAMPLE BEEN SUBMITTED?	YES/NO <i>(Delete which is not applicable)</i>
WHERE ARE STOCKS *HELD?	
NET BID PRICE PER BOOK INCLUDING DELIVERY CHARGES	R.....
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)	R.....
TOTAL BID PRICE PER BOOK	R.....
 (Signature of Bidder) DATE: (Signature of Witness) DATE:.....

PRICE PAGE

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CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H

PERIOD: SIX MONTHS

<p>ITEM NO: 26-08122</p> <p>5000 BOOKS REQUISITION FOR SUPPLIERS. 50 SETS OF 3LEAVES PRINTED ONE SIDE ONLY IN BLACK INK, EACH BOOK(I.E. 150 LEAVES PER BOOK). ACCURATE REGISTRATION IS ESSENTIAL. SIZE: 297 MM X 210 MM ORIGINAL : YELLOW NCR CB –PERFORATED DUPLICATE : BLUE NCR CFB –PEFORATED[MILL TINTED] TRIPLECATE : PINK NCR CF –FIRM [MILL TINTED] NUMBERED IN TRIPLECATE FROM D 000001 TO D 250 000 COVERS:BUFF TOKAI 240GSM[,ILL TINTED],WIRE STAPLED 4 IN THE 14 MM BINDING MARGIN. BACK COVER :SIZE:297MM X 420MM SCORED 2 TO FORM A WRITING SHIELD. FRONT COVER: INSTRUCTIONS PRINTED ON THE INSIDE FRONT COVER LABELLED TO SHOW CONTENTS,CAT.NO. AND SERIAL NUMBERING. EACH BOOK.</p>	
QUANTITY REQUIRED	5000 BOOKS
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES/NO <i>(Delete which is not applicable)</i>
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE	YES/NO <i>(Delete which is not applicable)</i>
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT	.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week.</i> <i>Indefinite periods e.g. when stocks are available will not be accepted.</i>	
HAS SAMPLE BEEN SUBMITTED?	YES/NO <i>(Delete which is not applicable)</i>
WHERE ARE STOCKS *HELD?	
NET BID PRICE PER BOOK INCLUDING DELIVERY CHARGES	R.....
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)	R.....
TOTAL BID PRICE PER BOOK	R.....
 (Signature of Bidder) DATE: (Signature of Witness) DATE:.....

PRICE PAGE

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CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H		PERIOD: SIX MONTHS
SPECIFICATION: (23-02401) BOOKS, ELECTIVE PATIENT TRANSFER REQUISITION 50 SETS OF 3 LEAVES PRINTED ONE SIDE ONLY IN BLACK INK EACH BOOK, 150 LEAVES PER BOOK SIZE: 247 MM x 210 MM ORIGINAL: YELLOW NCR PAPER CB – PERFORATED DUPLICATE: WHITE NCR PAPER CFB – PERFORATED TRIPLICATE: GREEN NCR PAPER CF – FIRM COVERS: SIMILAR OR EQUAL TO BUFF TOKAI 200 GSM BACK COVER SIZE: 297 MM x 430 MM, SCORE AND FOLD 2 TO FORM A BACKING BOARD, WIRE STABBED 3 IN THE 13 MM BINDING MARGIN, LABELLED OR PRINTED TO SHOW CONTENTS AND CAT.NO. AS PER COPY OF LABEL		
QUANTITY REQUIRED	5000 BOOKS	
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES/NO <i>(Delete which is not applicable)</i>	
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE	YES/NO <i>(Delete which is not applicable)</i>	
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT	.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will not be accepted.</i>		
HAS SAMPLE BEEN SUBMITTED?	YES/NO <i>(Delete which is not applicable)</i>	
WHERE ARE STOCKS *HELD?		
NET BID PRICE PER BOOK INCLUDING DELIVERY CHARGES	R.....	
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)	R.....	
TOTAL BID PRICE PER BOOK	R.....	
 (Signature of Bidder) DATE: (Signature of Witness) DATE:.....	

PRICE PAGE

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CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H		PERIOD: SIX MONTHS	
SPECIFICATION:(23-16001)			
BOOKS , OPERATION THEATRE RECORD 50 SETS OF 3 LEAVES PRINTED ON ONE SIDE ONLY IN BLACK INK AS PER SPECIMEN, EACH BOOK. 150 LEAVES PER BOOK SIZE: 297MM X 210MM ORIGINAL: WHITE NCR CB PERFORATED DUPLICATE: WHITE NCR CFB PERFORATED TRIPLICATE:WHITE NCR CF - FIRM			
NUMBERED IN TRIPLICATE FROM H 631001 TO H 781000 COVERS: BUFF TOKAI 200 GSM (MILL TINTED). WIRE STAPLED 4 IN THE BINDING MARGIN. BACK COVER: SIZE 297MM X 410MM, SCORED 2 TO FORM A WRITING SHEILD FRONT COVER: SIZE 297MM X 210MM INSTRUCTIONS PRINTED ON INSIDE FRONT COVER COVER : LABELLED/PRINTED TO SHOW CONTENTS. CAT. NO. SERIAL NUMBERING EACH BOOK. ALL ITEMS TO BE BOXED IMPRINT NO: I.E. CPS CAT. NO./LATEST O/N/ DATE / YOUR REFERENCE PACK AND LABEL: (CAT. NO. ON ALL LABELS AND BOXES PLEASE)			
QUANTITY REQUIRED		3356 BOOKS	
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>		YES/NO <i>(Delete which is not applicable)</i>	
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE		YES/NO <i>(Delete which is not applicable)</i>	
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT		.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will not be accepted.</i>			
HAS SAMPLE BEEN SUBMITTED?		YES/NO <i>(Delete which is not applicable)</i>	
WHERE ARE STOCKS *HELD?			
NET BID PRICE PER BOOK INCLUDING DELIVERY CHARGES		R.....	
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)		R.....	
TOTAL BID PRICE PER BOOK		R.....	
	 (Signature of Bidder)	
		DATE:	
	 (Signature of Witness)	
		DATE:.....	

PRICE PAGE

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CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H	PERIOD: SIX MONTHS
SPECIFICATION : (23-27609) PKTS X 250 FORMS , OUT-PATIENT RECORD CONTINUATION SHEET PRINTED BOTH SIDES IN BLACK INK AND TUMBLED SIZE : 210mm X 297mm PAPER : WHITE 60 GSM PUNCH 3 HOLES	
QUANTITY REQUIRED	2000 PKTS OF 250
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES/NO <i>(Delete which is not applicable)</i>
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE	YES/NO <i>(Delete which is not applicable)</i>
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT	.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will not be accepted.</i>	
HAS SAMPLE BEEN SUBMITTED?	YES/NO <i>(Delete which is not applicable)</i>
WHERE ARE STOCKS *HELD?	
NET BID PRICE PER PKT OF 250 INCLUDING DELIVERY CHARGES	R.....
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)	R.....
TOTAL BID PRICE PER PKT OF 250	R.....
 (Signature of Bidder) DATE: (Signature of Witness) DATE:.....

PRICE PAGE

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CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H		PERIOD: SIX MONTHS
SPECIFICATION: (23-39201)		
<p>PKTS X 250 FORMS ANEASTHETIC OPERATION AND RECOVERY ROOM RECORD PRINTED BOTH SIDES IN BLACK INK AS PER PHOTO-COPY OF SPECIMEN SIZE: 297MM X 420MM</p> <p>PAPER: YELLOW 60 GSM (MILL TINTED) PUNCH ONE HOLE EXACTLY AS PER SPECIMEN FOLD TO FORM SIZE A4</p>		
QUANTITY REQUIRED	5022 PKS OF 250	
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES/NO <i>(Delete which is not applicable)</i>	
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE	YES/NO <i>(Delete which is not applicable)</i>	
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT	.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will not be accepted.</i>		
HAS SAMPLE BEEN SUBMITTED?	YES/NO <i>(Delete which is not applicable)</i>	
WHERE ARE STOCKS *HELD?		
NET BID PRICE PER PKT OF 250 INCLUDING DELIVERY CHARGES	R.....	
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)	R.....	
TOTAL BID PRICE PER PKT OF 250	R.....	
 (Signature of Bidder)	
	DATE:	
 (Signature of Witness)	
	DATE:.....	

PRICE PAGE

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CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H	PERIOD: SIX MONTHS
SPECIFICATION: (23-43303) FORMS, FLUID BALANCE CHART PRINTED BOTH SIDES IN BLACK INK. PKT OF 100 SIZE: 210mm X 297mm PAPER: WHITE 46 GSM PACK AND LABEL 100'S	
QUANTITY REQUIRED	16 074 PKT OF 100
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES/NO <i>(Delete which is not applicable)</i>
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE	YES/NO <i>(Delete which is not applicable)</i>
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT	.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week.</i> <i>Indefinite periods e.g. when stocks are available will not be accepted.</i>	
HAS SAMPLE BEEN SUBMITTED?	YES/NO <i>(Delete which is not applicable)</i>
WHERE ARE STOCKS *HELD?	
NET BID PRICE PER PKT OF 100 INCLUDING DELIVERY CHARGES	R.....
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)	R.....
TOTAL BID PRICE PER PKT OF 100	R.....
 (Signature of Bidder) DATE: (Signature of Witness) DATE:.....

PRICE PAGE

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CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H		PERIOD: SIX MONTHS
SPECIFICATION: (23-44101) PKTS X 100 FORMS, DIABETIC URINE CHART PRINTED ONE SIDE ONLY IN BLACK INK SIZE: 210 MM X 297 MM PAPER: WHITE 46 GSM		
QUANTITY REQUIRED	4006 PKT OF 100	
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES/NO <i>(Delete which is not applicable)</i>	
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE	YES/NO <i>(Delete which is not applicable)</i>	
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT	.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will not be accepted.</i>		
HAS SAMPLE BEEN SUBMITTED?	YES/NO <i>(Delete which is not applicable)</i>	
WHERE ARE STOCKS *HELD?		
NET BID PRICE PER PKT OF 100 INCLUDING DELIVERY CHARGES	R.....	
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)	R.....	
TOTAL BID PRICE PER PKT OF 100	R.....	
 (Signature of Bidder)	
	DATE:	
 (Signature of Witness)	
	DATE:.....	

PRICE PAGE

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CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H		PERIOD: SIX MONTHS
SPECIFICATION: (23-54001)		
PKTS X 250 FORMS, ULTRA SOUND REQUEST GYNAECOLOGY PRINTED BOTH SIDES IN BLACK INK AND TUMBLED		
SIZE: 445MM X 210MM		
PAPER: WHITE 60GSM		
PERFORATE 148MM AND 294MM FROM THE TOP, FOLD 2		
QUANTITY REQUIRED	711 PKT OF 250	
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES/NO <i>(Delete which is not applicable)</i>	
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE	YES/NO <i>(Delete which is not applicable)</i>	
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT	.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will not be accepted.</i>		
HAS SAMPLE BEEN SUBMITTED?	YES/NO <i>(Delete which is not applicable)</i>	
WHERE ARE STOCKS *HELD?		
NET BID PRICE PER PKT OF 250 INCLUDING DELIVERY CHARGES	R.....	
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)	R.....	
TOTAL BID PRICE PER PKT OF 250	R.....	
..... align="center">(Signature of Bidder)		
DATE:		
..... align="center">(Signature of Witness)		
DATE:.....		

PRICE PAGE

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CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H		PERIOD: SIX MONTHS
SPECIFICATION: (23-55201)		
<p>SETS, BINDER FOR X-RAY REPORT NOT PRINTED MATERIAL: BOARD 1225 MICRONS CHIPBOARD. MIRADUR TAN/NAVY BLUE TOP PIECE: CONSIST OF 2 PIECES OF BOARD ONE PIECE 24MM WIDE AND THE OTHER 180MM WIDE HINGED WITH A 99MM MIRADUR STRIP GLUED ON BOTH SIDES TO GIVE AN OVERALL WIDTH OF 210MM. A FURTHER MIRADUR STRIP 203MM DEEP BY 163MM WIDE TO BE GLUED 19MM IN FROM THE HINGED EDGE LEAVING A 5MM FOLD POSITIONED ONTO TOP COVER. CORRECT EMBOSSED TOP SIDE OF THE MATERIAL TO APPEAR ON SPINE WHEN MADE UP. BOTTOM PIECE: CONSIST OF 1 PIECE OF BOARD WITH A 101MM MIRADUR STRIP GLUED ON BOTH SIDES OF THE BOARD AT THE BINDING EDGE. TOP AND BOTTOM PIECES: PUNCHED 2 ROUND HOLES WITH A 6.4MM DIAMETRE AT CENTRES OF 80MM AND CENTRED ALONG THE 203MM BINDING EDGE. CENTRES OF HOLES TO BE 15MM FROM THE BINDING EDGE.</p>		
QUANTITY REQUIRED	930 BINDERS	
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES/NO <i>(Delete which is not applicable)</i>	
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE	YES/NO <i>(Delete which is not applicable)</i>	
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT	.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will not be accepted.</i>		
HAS SAMPLE BEEN SUBMITTED?	YES/NO <i>(Delete which is not applicable)</i>	
WHERE ARE STOCKS *HELD?		
NET BID PRICE PER BINDER INCLUDING DELIVERY CHARGES	R.....	
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)	R.....	
TOTAL BID PRICE PER BINDER	R.....	
 (Signature of Bidder)	
	DATE:	
 (Signature of Witness)	
	DATE:.....	

PRICE PAGE

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CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H	PERIOD: SIX MONTHS
SPECIFICATION: (23-55202)	
<p>SETS, BINDER FOR X-RAY REPORT NOT PRINTED MATERIAL: BOARD 1225 MICRONS CHIPBOARD. MIRADUR TAN/NAVY BLUE TOP PIECE: CONSIST OF 2 PIECES OF BOARD ONE PIECE 25MM WIDE AND THE OTHER 191MM WIDE HINGED WITH A 102MM MIRADUR STRIP GLUED ON BOTH SIDES TO GIVE AN OVERALL WIDTH OF 220MM. A FURTHER MIRADUR STRIP 297MM DEEP BY 180MM WIDE TO BE GLUED 12MM IN FROM THE HINGED EDGE LEAVING A 170MM FOLD POSITIONED ONTO TOP COVER. CORRECT EMBOSSED TOP SIDE OF THE MATERIAL TO APPEAR ON SPINE WHEN MADE UP. BOTTOM PIECE: CONSIST OF 1 PIECE OF BOARD WITH A 102MM MIRADUR STRIP GLUED ON BOTH SIDES OF THE BOARD AT THE BINDING EDGE. TOP AND BOTTOM PIECES: PUNCHED 2 ROUND HOLES WITH A 6.4MM DIAMETRE AT CENTRES OF 80MM AND CENTRED ALONG THE 297MM BINDING EDGE. CENTRES OF HOLES TO BE 10MM FROM THE BINDING EDGE.</p>	
QUANTITY	310 PER BINDERS
DOES THIS SPECIFICATION COMPLY WITH THE SPECIFICATION ? <i>If not, please state the nature of deviation in space provided for</i>	YES/NO <i>(Delete which is not applicable)</i>
IS THIS BIDDING FOR SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE	YES/NO <i>(Delete which is not applicable)</i>
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT	.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week. Indefinite periods e.g. when stocks are available will not be accepted.</i>	
HAS SAMPLE BEEN SUBMITTED?	YES/NO <i>(Delete which is not applicable)</i>
WHERE ARE STOCKS *HELD?	
NET BID PRICE PER BINDER INCLUDING DELIVERY CHARGES	R.....
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)	R.....
TOTAL BID PRICE PER BINDER	R.....
	<p>..... (Signature of Bidder)</p> <p>DATE:</p> <p>..... (Signature of Witness)</p> <p>DATE:.....</p>

PRICE PAGE

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CLOSING DATE AND TIME:

VALIDITY PERIOD: 120 DAYS

BID/CONTRACT NO: ZNB 7127/2009-H	PERIOD: SIX MONTHS
<p>SPECIFICATION: (23-53431)</p> <p>PKTS X 250 FORMS, PRESCRIPTION AND RECORD SHEET PRINTED ONE SIDE ONLY IN BLACK INK AS PER SPECIMEN</p> <p>SIZE: 297MM X 210MM</p> <p>PAPER: BLUE 60GSM (MILL LINTED)</p>	
QUANTITY REQUIRED	4000 PKT OF 250
DOES OFFER COMPLY WITH THE SPECIFICATION ? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES/NO <i>(Delete which is not applicable)</i>
IS THE PRODUCT BIDDED FOR OF SOUTH AFRICAN MANUFACTURE? IF NOT, STATE COUNTRY OF MANUFACTURE	YES/NO <i>(Delete which is not applicable)</i>
STATE THE PERCENTAGE OF SOUTH AFRICAN CONTENT	.....
STATE DELIVERY PERIOD <i>Definite period/s must be stated e.g. 1 day, 1 week.</i> <i>Indefinite periods e.g. when stocks are available will not be accepted.</i>	
HAS SAMPLE BEEN SUBMITTED?	YES/NO <i>(Delete which is not applicable)</i>
WHERE ARE STOCKS *HELD?	
NET BID PRICE PER PKT OF 250 INCLUDING DELIVERY CHARGES	R.....
VALUE ADDED TAX @ 14% * * (Rate applicable on date of submission of Bidder)	R.....
TOTAL BID PRICE PER PKT OF 250	R.....
	..... (Signature of Bidder) DATE: (Signature of Witness) DATE:.....

