INVITATION TO BID

NDOH 11 / 2016-2017

APPOINTMENT OF A SERVICE PROVIDER FOR THE TRANSPORTATION OF CARDIO-RESPIRATORY ORGANS OF DECEASED MINE WORKERS AND EX-WORKERS ACCORDING TO THE OCCUPATIONAL DISEASES IN MINES AND WORKS ACT; 78 OF 1973 (ODMWA).

COMPULSORY BRIEFING SESSION
Date: 07 October 2017 at 10:30 am
Venue: Medical Bureau for Occupational Diseases (MBOD); 144 De Korte Street; Braamfontein; Johannesburg.
CONDITIONS FOR COMPLETION OF BID DOCUMENTS

Failure to comply might invalidate your bid proposal.

NB: A TWO ENVELOPE BIDDING SYSTEM WILL BE APPLICABLE; PRICING SCHEDULE/ COSTING MODEL SHOULD BE SUBMITTED IN A SEPARATE ENVELOPE.

* SBD1 (Invitation to bid) (Make sure it is signed)
* SBD2 (Tax Clearance Certificate) Certificate must be original and valid.
* SBD 3.1 or SBD 3.2 or SBD 3.3 (Pricing schedule) If not filled please refer to an Annexure or addendum where price is mentioned.
* SBD 4 (Declaration of interest) (Make sure it is signed)
* SBD 6.1 (Preference claim form) Must be signed regardless if points are claimed or not. (Make sure it is signed)
* SBD 8 (Declaration of Bidder’s past supply chain management practices) (Make sure it is signed)
* SBD 9 (Certificate of independent bid determination) (Make sure it is signed)

* Please note: No tippex is allowed. All changes must be scratched out and a signature next to each change.
* Bid documents must be completed with ink (blue or black) and not typed.

IF NONE OF THE ABOVE MENTIONED CONDITIONS IS MET, YOUR BID WILL BE DISQUALIFIED.
APPOINTMENT OF A SERVICE PROVIDER FOR THE TRANSPORTATION OF CARDIO-RESPIRATORY ORGANS OF DECEASED MINE WORKERS AND EX-WORKERS ACCORDING TO THE OCCUPATIONAL DISEASES IN MINES AND WORKS ACT; 78 OF 1973 (ODMWA).

REQUIRED BY: NATIONAL DEPARTMENT OF HEALTH

1. Kindly furnish us with a bid for the services shown on the attached forms.

2. The General Contract Conditions (GCC) as well as the attached SBD1, SBD2, SBD3.3, SBD4, SBD6.1, SBD 8; SBD 9

3. If you are a sole agent or sole supplier you indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax in order to decide whether the price quoted is fair and reasonable. This information, which will be treated as strictly as confidential is required only if the total amount involved exceeds R 500 000-00.

4. The attached forms must be completed in detail and returned with your bid. Each bid document must be submitted in a separate, envelope on stipulation the following information: Name and Address of the Bidder, Bid Number and Closing Date of Bid.

5. The bid must be addressed and posted to the Director-General, Department of Health, Private Bag X 828, PRETORIA 0001, to reach the destination not later than the closing date and time or must be deposited in the entrance of the Department of Health’s, Bid box located in C/O Thabo Sehume & Struben streets, Civitas building, Pretoria at the reception of Department of Health.

Signed By:

Mr S. MAJAVU
DIRECTOR: SUPPLY CHAIN MANAGEMENT
FOR: DIRECTOR GENERAL
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)


DESCRIPTION: Appointment of a service provider for the transportation of cardio-respiratory organs of deceased mine workers and ex-workers according to occupational diseases in mines and works ACT; 78 of 1973 (ODMWA).

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO: Department of Health, Private Bag X 828, Pretoria, 0001. Att: Mr. SD. Dlamini

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
Department of National Health, c/o Struben and Andries streets, Civitas building, Pretoria

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week. Underneath you will find a map of where the BID box is situated.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

| NAME OF BIDDER | ………………………………………………………………………………………… |
| POSTAL ADDRESS | ………………………………………………………………………………………… |
| STREET ADDRESS | ………………………………………………………………………………………… |
| TELEPHONE NUMBER | CODE……………NUMBER………………………………………………………… |
| CELLPHONE NUMBER | ………………………………………………………………………………………… |
| FACSIMILE NUMBER | CODE …………..NUMBER……………………………………… |
| E-MAIL ADDRESS | ………………………………………………………………………………………… |
| VAT REGISTRATION NUMBER | ………………………………………………………………………………………… |

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)          YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)   YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)……………………………………………………..
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);
OR……………………………………………
A REGISTERED AUDITOR ………………………………………

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?      YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER …………………………………………………………………………………………………………

DATE ………………………………………………………………………………………………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED ……………………………………………………………………………………………

TOTAL BID PRICE…………………………………… TOTAL NUMBER OF ITEMS OFFERED ………………………………………

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: National Health
Contact Person: SD Dlamini
Tel: 012 395 8930
Fax: 012 395 9044
Email: Dlaminid@health.gov.za
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

**Contact Person:**  Mr M Maswanganye

**Tel:**  (012) 395-9153

**Email:**  Maswam@health.gov.za
NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

<table>
<thead>
<tr>
<th>Name of Bidder</th>
<th>Bid number: NDOH 11/2016-2017</th>
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</thead>
<tbody>
<tr>
<td>Closing Time</td>
<td>Closing date: 31 October 2016</td>
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</table>

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)</th>
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- Required by: ..................................................
- At: .................................................................

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ..................................................
- Period required for delivery ..................................................
- Delivery: *Firm/not firm

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

*Delete if not applicable
PRICE ADJUSTMENTS

A  NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

\[
Pa = (1 - V)Pt \left( \frac{R1_t}{R1_o} + \frac{R2_t}{R2_o} + \frac{R3_t}{R3_o} + \frac{R4_t}{R4_o} \right) + VPt
\]

Where:

- \(Pa\) = The new escalated price to be calculated.
- \((1-V)Pt\) = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- \(D1, D2, ..\) = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors \(D1, D2, ..\) must add up to 100%.
- \(R1_t, R2_t, ..\) = Index figure obtained from new index (depends on the number of factors used).
- \(R1_o, R2_o\) = Index figure at time of bidding.
- \(VPt\) = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

<table>
<thead>
<tr>
<th>Index</th>
<th>Dated</th>
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4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

<table>
<thead>
<tr>
<th>FACTOR (D1, D2 etc. eg. Labour, transport etc.)</th>
<th>PERCENTAGE OF BID PRICE</th>
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B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

<table>
<thead>
<tr>
<th>PARTICULARS OF FINANCIAL INSTITUTION</th>
<th>ITEM NO</th>
<th>PRICE</th>
<th>CURRENCY</th>
<th>RATE</th>
<th>PORTION OF PRICE SUBJECT TO ROE</th>
<th>AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD</th>
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2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

<table>
<thead>
<tr>
<th>AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:</th>
<th>DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE</th>
<th>DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE</th>
<th>DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE</th>
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DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: ……………………………………………………………

2.2 Identity Number: …………………………………………………………………………………………………………

2.3 Position occupied in the Company (director, trustee, shareholder²): …………………………………..

2.4 Company Registration Number: ……………………………………………………………………………………

2.5 Tax Reference Number: ……………………………………………………………………………………………

2.6 VAT Registration Number: ………………………………………………………………………………………..

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

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

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state?  YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .................................................................
Name of state institution at which you or the person connected to the bidder is employed: .................................................................
Position occupied in the state institution: .................................................................
Any other particulars:
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

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

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

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

2.7.2.2 If no, furnish reasons for non-submission of such proof:
........................................................................................................................................
........................................................................................................................................
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2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  YES / NO

2.8.1 If so, furnish particulars:
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  YES / NO
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 any other 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 / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

………………………………………………………………
………………………………………………………………
………………………………………………………………

3 Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
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4 DECLARATION

I, the undersigned (NAME)…………………………………………………………………………………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature .......................................................... Date ..........................................................

Position .......................................................... Name of bidder ..........................................................
1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the……………………system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
(a) Price; and
(b) B-BBEE Status Level of Contribution.

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

<table>
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<tr>
<th>POINTS</th>
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<tbody>
<tr>
<td>1.3.1.1 PRICE</td>
<td>80</td>
</tr>
<tr>
<td>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
<td>20</td>
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</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. **ADJUDICATION USING A POINT SYSTEM**

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. **POINTS AWARDED FOR PRICE**

4.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

\[
P_s = 80\left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}}\right) \quad \text{or} \quad P_s = 90\left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}}\right)
\]

Where

\begin{align*}
P_s & = \text{Points scored for comparative price of bid under consideration} \\
P_t & = \text{Comparative price of bid under consideration} \\
P_{\text{min}} & = \text{Comparative price of lowest acceptable bid}
\end{align*}

5. **Points awarded for B-BBEE Status Level of Contribution**

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
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<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
6. **BID DECLARATION**

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

7. **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ………….. = …………….(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 **SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be sub-contracted? ………………………….%

(ii) the name of the sub-contractor? …………………………………………………..

(iii) the B-BBEE status level of the sub-contractor? …………………………….

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

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

9.1 Name of company/firm …………………………………………………………………………………………….. :

9.2 VAT registration number ……………………………………………………………………………………………..

9.3 Company registration number ………………………………………………………………………………………

9.4 **TYPE OF COMPANY/FIRM**

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

   [TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

   ………………………………………………………………………………………………………………………………………

   ………………………………………………………………………………………………………………………………………

9.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? ...................................................

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

(e) forward the matter for criminal prosecution

WITNESSES:

1. ..........................................................

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

SIGNATURE(S) OF BIDDER(S)

2. ..........................................................

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

DATE:............................................
ADDRESS:............................................

................................................
DEVELOPMENT OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
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</table>
| 4.1  | Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  
     (*Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).* |     |    |
|      | The Database of Restricted Suppliers now resides on the National Treasury’s website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page. |     |    |
| 4.1.1| If so, furnish particulars:                                                                                                                                                                                 |     |    |
| 4.2  | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  
     (*The Register for Tender Defaulters can be accessed on the National Treasury’s website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.* |     |    |
| 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? |     |    |
| 4.3.1| If so, furnish particulars:                                                                                                                                                                                 |     |    |
4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?  

<table>
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<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

4.4.1 If so, furnish particulars:

**CERTIFICATION**

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

………………………………………………………………………………………………..  …………………………………
Signature Date

………………………………………………………………………………………………..  …………………………………
Position Name of Bidder

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a \textit{pe se} prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

______________________________________________________________________________

(Name of Institution)

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

I certify, on behalf of:________________________________________________________that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

---

\(^3\) Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

………………………………………………….   …………………………………
Signature        Date

………………………………………………….   …………………………………
Position         Name of Bidder
THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010
NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
# TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices
General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier’s or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. **Spare parts**

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take
such remedial action as may be necessary, at the supplier’s risk and
expense and without prejudice to any other rights which the purchaser
may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier
under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied
by a copy of the delivery note and upon fulfillment of other obligations
stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later
than thirty (30) days after submission of an invoice or claim by the
supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier’s performance

21.1 Delivery of the goods and performance of services shall be made by
the supplier in accordance with the time schedule prescribed by the
purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its
subcontractor(s) should encounter conditions impeding timely delivery
of the goods and performance of services, the supplier shall promptly
notify the purchaser in writing of the fact of the delay, its likely
duration and its cause(s). As soon as practicable after receipt of the
supplier’s notice, the purchaser shall evaluate the situation and may at
his discretion extend the supplier’s time for performance, with or
without the imposition of penalties, in which case the extension shall
be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of
supplies or services from a national department, provincial department,
or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities
or to have minor essential services executed if an emergency arises, the
supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

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

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
Special Requirements and Conditions of Contract

NDOH 11/2016-2017

APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE TRANSPORTATION OF CARDIO-RESPIRATORY ORGANS FOR THE DECEASED WORKERS AND EX-WORKERS ACCORDING TO OCCUPATIONAL DISEASES IN MINES AND WORKS ACT, 78 OF 1973 (ODMWA)

VALIDITY PERIOD: 120 days

National Department of Health

Compulsory Briefing Session
Date: 07 October 2016
Time: 10:30
Venue: MEDICAL BUREAU FOR OCCUPATINAL DISEASES (MBOD) 144 DE KORTE STREET, BRAAMFONTEIN, JOHANNESBURG, 2017
INDEX

SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

1. BACKGROUND ................................................................. 2
2. EVALUATION CRITERIA: .................................................. 2
2.1. PREFERENCE POINTS SYSTEM ........................................ 2
3. PARTICIPATING AUTHORITIES ........................................... 2
4. CONTRACT PERIOD .......................................................... 2
5. CENTRAL SUPPLIER DATABASE (CSD) ............................. 3
6. DOCUMENT SUBMISSION AND COMPLETION FOR BIDDING .................................................. 3
6.1. BID DOCUMENTS FOR SUBMISSION .................................. 3
6.2. COMPLETION OF DOCUMENTS AND BID SUBMISSION .......... 4
7. TAX CLEARANCE CERTIFICATE ........................................... 4
8. LEGISLATIVE REQUIREMENTS AND AUTHORISATION DECLARATION .......... 5
8.1. LEGISLATIVE REQUIREMENTS ........................................... 5
8.2. DECLARATION OF AUTHORISATION .................................... 5
9. BIDDING PROCESS ADMINISTRATION ................................ 5
10. COUNTER CONDITIONS .................................................... 5
11. PROHIBITION OF RESTRICTIVE PRACTICES ................. 5
12. FRONTING .......................................................................... 6
13. INCIDENTAL SERVICES ........................................................ 7
14. INSURANCE ........................................................................ 7
15. SERVICE COMPLIANCE ..................................................... 7
16. SERVICE AWARD ............................................................. 7
16.1. AWARD CONDITIONS .................................................... 7
16.2. PRE AWARD SUPPLIER DUE DILIGENCE ......................... 7
17. PRICE QUALIFICATION ....................................................... 8
18. COST COMPONENTS AND PROPORTIONS ....................... 8
19. PRICE REVIEW ............................................................... 9
19.1. INSTRUCTIONS FOR PRICE BREAKDOWN ..................... 9
20. ORDERS, DELIVERY AND CONTINUITY OF SERVICES .......... 9
20.1. ORDERS ...................................................................... 9
20.2. DELIVERIES ............................................................... 10
21. QUALITY ........................................................................ 11
22. POST AWARD ............................................................... 11
SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT NDOH 05/2016-2017

22.1. MONITORING ....................................................................................................................11
22.2. REPORTING .......................................................................................................................11
22.3. CEDING, MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS ...11
22.4. CONTACT DETAILS .........................................................................................................12
23. ABBREVIATIONS ..................................................................................................................12

SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

1. BACKGROUND

The Occupational Diseases in Mines and Works Act (78 of 1973) makes provision for the autopsy examination of specimens taken from the cardio-respiratory organs of deceased persons who are or were employed at controlled mines and works, regardless of the clinical cause of death. The Pathology division, National Institute for Occupational Health (National Health Laboratory Services) in Constitutional Hill, Johannesburg undertakes these examinations on behalf of the Medical Bureau for Occupational Diseases (MBOD). The examinations are considered at the MBOD and compensation is paid to the families of cases that qualify for compensation.

The organs are removed, under the supervision of a medical practitioner, at a facility close to where the miner died and are placed in formalin in a red bucket. The removals may be done at government facilities or private mortuaries. These service providers then arrange for the collection of the red buckets containing organs which are sent to the National Institute for Occupational Health (NIOH) in Johannesburg.

2. EVALUATION CRITERIA:

2.1. PREFERENCE POINTS SYSTEM

2.1.1. In terms of Regulation 6 of the Preferential Procurement Regulations, published in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the basis of the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

• The bid price (final delivered price including VAT): maximum 80 points
• B-BBEE status level of bidder: maximum 20 points

2.1.2. The following formula will be used to calculate the points for price:
Where:
\[ Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \]

Ps= Points scored for comparative price of bid under consideration
Pt= Comparative price of bid under consideration
Pmin= Comparative price of lowest acceptable bid

2.1.3. A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status</th>
<th>Number of Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level of Contributor</td>
<td>Number of Points</td>
</tr>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>16</td>
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<tr>
<td>4</td>
<td>12</td>
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<td>5</td>
<td>8</td>
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<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

2.1.4. The points scored by a bidder for B-BBEE contribution will be added to the points scored for price.

2.1.5. The points scored will be rounded off to the nearest 2 decimal points.

2.1.6. The National Department of Health may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference points.

2.1.7. In the event that two or more bids have scored an equal number of total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

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

3. PARTICIPATING AUTHORITIES
The National Department of Health

4. CONTRACT PERIOD
The contract period shall run for the period of two (2) years from the date of signature on the Service Level Agreement (SLA).
5. **CENTRAL SUPPLIER DATABASE (CSD)**

5.1. The Central Supplier Database (CSD) is managed by National Treasury to serve as the source of all supplier information for all spheres of government. The purpose of centralising government’s supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

5.2. It is a compulsory requirement that all bidders are registered on the CSD at the closing time of the bid (date and hour specified in the bidding documents). Furthermore, suppliers must provide the unique supplier number and security code allocated to them as part of the bid document.

5.3. A bid will be deemed non-responsive if the bidder fails to provide the unique supplier number and security code.

5.4. For information regarding registration on the CSD, go to www.csd.gov.za.

6. **DOCUMENT SUBMISSION AND COMPLETION FOR BIDDING**

6.1. **BID DOCUMENTS FOR SUBMISSION**

6.1.1. Bidders MUST submit the following completed and signed documents in the Bid Pack:

- SBD1: Invitation to bid
- SBD 3.2 Pricing schedule (Non Firm Price)
- SBD4: Declaration of Interest
- SBD6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2011
- SBD8: Declaration of bidder’s past supply chain management practices
- SBD9: Certificate of independent bid determination
- Bid Response Document: Completion of all response fields per item offered is mandatory.
- B-BBEE Status Level Verification Certificate (where preference points are claimed) (Original or Certified Copy)
- A certified copy of the permit to import or export biological samples issued by the National Department of Health in terms of section 68 of the National Health Act (No 61 of 2003)
- A certified copy of International Air Transport Association (IATA) certificate
6.2. COMPLETION OF DOCUMENTS AND BID SUBMISSION

6.2.1. Bidders are required to submit two sets of bid documents according to the instructions below.

6.2.2. Set 1: One Original Bid Documents and Two Copies (constitutes the legally binding bid document)

All SBD and Bid Response forms must be type written in black ink. Where no electronic entry field is provided bidders must complete the forms in black ink, handwritten in capital letters. All fields must be completed. Where information as requested is not relevant this should be indicated with N/A. The signed hard copy of the bid document will serve as the legal bid document. Bidders must submit their complete bid in hard copy format (paper document).

The Chief Executive Officer, Chief Financial Officer, or authorised designee of the entity submitting the bid must attach his/her official signature where indicated on the documents. All pages in the bid submission must be initialled by the same person with black ink. The use of correction fluid is not acceptable. Any change/s must be clearly indicated and initialled. Where certified copies of documents are required, the person certifying such documents must not be associated with the bidder in any way. **Do not include the bid amount in the Bid Document**

6.2.3. Set 2: Complete SBD 1 form reflecting the Bid amount and a breakdown of the pricing schedule (hard copy)

Bidders must submit a signed hardcopy bid.

6.2.4. All two sets must be submitted before the closing time of the bid (date and hour specified in the bidding documents).

6.2.5. All two sets of information must be submitted. Incomplete bids will be deemed non-responsive.

7. TAX CLEARANCE CERTIFICATE

Bidders will not be required to provide an original valid tax clearance certificate to departments as part of the documents for this bid. The Department reserves the right to request the provision of a valid tax clearance certificate which must be provided within ten days of such request being made to the bidder.
8. LEGISLATIVE REQUIREMENTS AND AUTHORISATION DECLARATION

8.1. LEGISLATIVE REQUIREMENTS

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). 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.

8.2. DECLARATION OF AUTHORISATION

8.2.1. Accountability with regard to meeting the conditions of any contract emanating from this bidding process rests with the successful bidder and not any third party.

9. BIDDING PROCESS ADMINISTRATION

9.1. All communication between the bidder and the National Department of Health must be in writing and addressed to the Compensation Commissioner: MBOD

9.2. The MBOD within the National Department of Health is responsible for managing the bidding process and will communicate with bidders to request extension of the validity period of the bid, should it be necessary.

9.3. Any unsolicited communication between the closing date and the award of the contract between the bidder and any government official or a person acting in an advisory capacity for the National Department of Health in respect to any bids, is discouraged.

10. COUNTER CONDITIONS

Any amendments to any of the bid conditions, changes to bid specifications or setting of any other counter conditions by bidders will result in the invalidation of such bids.

11. PROHIBITION OF RESTRICTIVE PRACTICES

11.1. In terms of section 4(1) of the Competition Act, Act 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association
of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder or a contractor was involved in:

- directly or indirectly fixing a purchase or selling price or any other trading condition;
- dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- collusive bidding.

11.2. Section 4(2) of Act 89 of 1998 states that an agreement to engage in a restrictive horizontal practice referred to in subsection (1)(b) of the Act is presumed to exist between two or more firms if:

- any one of those firms owns a significant interest in the other, or they have at least one director or substantial shareholder in common; or
- any combination of those firms engages in that restrictive horizontal practice.

11.3. If a bidder or contracted supplier, in the judgement of the purchaser, has engaged in any of the restrictive practices referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act 89 of 1998.

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

12. **FRONTING**

12.1. The Department of Health supports the spirit of broad-based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Health condemns any form of fronting.

12.2. The National Department of Health may, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and
Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

13. INCIDENTAL SERVICES

Prices charged by the service provider 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 service provider for similar services.

14. INSURANCE

In case of an accident/breakdown during the transportation of specimens, there must be provision for immediate response.

15. SERVICE COMPLIANCE

Prior to award services will be evaluated for:

- Compliance with specifications as set out in the Bid Response Document.

16. SERVICE AWARD

16.1. AWARD CONDITIONS

16.1.1. The National Department of Health reserves the right not to award.

16.1.2. The National Department of Health reserves the right to negotiate prices.

16.1.3. In cases where the tender does not achieve the most economically advantageous price, the National Department of Health reserves the right not to award.

16.2. PRE AWARD SUPPLIER DUE DILIGENCE

The National Department of Health reserves the right to conduct supplier due diligence prior to the final award of contract. Supplier capacity may be assessed based on past compliance of the bidder with contractual obligations as declared by the bidder.
17. **PRICE QUALIFICATION**

17.1. Bidders must quote a final price inclusive Value Added Tax (VAT).

17.2. If price is exclusive of VAT for VAT vendors, submitted bid will be deemed non-responsive.

17.3. Prices submitted for this bid will be regarded as non-firm.

18. **COST COMPONENTS AND PROPORTIONS**

The cost components of the contract price usually constitute the cost of direct labour, cost of transport and those other costs which are inclined to charge. The proportions are the contribution to the contract price of each of these cost components. In this bid the following cost components will be used to calculate contract price adjustments.

Bidders are requested to submit the cost breakdown of the bid price for each item with their bid. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document. Bidders will not be allowed to change the cost breakdown of the bid prices during the tenure of the contract.

<table>
<thead>
<tr>
<th>Cost Component</th>
<th>% Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>D1 - Labour</td>
<td></td>
</tr>
<tr>
<td>D2 - Transport</td>
<td></td>
</tr>
<tr>
<td>D - Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total (Cost components must add up to 100%)</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Applicable indices / references

The applicable index refers to the relevant market index, which is a true reflecting of price movements (s) in the cost over time. In this bid the following indices or reference will be applicable.
<table>
<thead>
<tr>
<th>Cost Component</th>
<th>Index Publication</th>
<th>Index Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>D1 - Labour</td>
<td>Stats SA PO141 (CPI)</td>
<td>CPI all items or Labour agreement to be provided</td>
</tr>
<tr>
<td></td>
<td>Table E or Labour agreements</td>
<td></td>
</tr>
<tr>
<td>D2 - Transport</td>
<td>Stats SA PO141 (CPI)</td>
<td>Transport</td>
</tr>
<tr>
<td></td>
<td>Table E</td>
<td></td>
</tr>
<tr>
<td>D3 - Other</td>
<td>Specify</td>
<td>Documentary evidence to accompany claim</td>
</tr>
</tbody>
</table>

Base Index date

The base Index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date is October 2016.

End Index date

The end Index dates are the dates at predetermined points in time during the contract period. In this bid the end indices will be the twelve (12) months from the commencement of the contract.

19. PRICE REVIEW

19.1. INSTRUCTIONS FOR PRICE BREAKDOWN

19.1.1. The price breakdown must be completed on the signed bid response document.

19.1.2. The National Department of Health reserves the right to engage with bidders to verify any of the components of the bid price, which may include audit of invoices and related documentation.

20. ORDERS, DELIVERY AND CONTINUITY OF SERVICES

20.1. ORDERS

The National Department of Health is under no obligation to accept any quantity which is in excess of the ordered quantity.
20.2. DELIVERIES

20.2.1. The supplier will be required to transport cardio-respiratory organs (hearts and lungs) removed from deceased miners and former miners, and, buckets containing clean formalin and blank documents to service providers all over South Africa, including the SADC region.

20.2.2. Delivery time for consignments from the NIOH or Service providers is between 24 and 72 hours. The Specimens in preservative formalin and therefore there is no need for urgency.

20.2.3. In order to minimise the likelihood of spillages, triple packing is used, where the specimens are placed in sealed, leak-proof primary and secondary receptacles and a complaint outer container.

20.2.4. The primary receptacle contains approximately 3000ml of formalin into which specimens are placed. Because the specimens are in preservative formalin, there is no need for refrigeration.

20.2.5. The dimensions of the outer receptacle are approximately 33 x 33 x 34cm or 60 x 50 x 40cm. The weights of the red buckets are approximately 8kg without specimens and 12kg with the specimens.

20.2.6. There is a minimum likelihood of pathogens being present in the specimens being transported in the consignment and are therefore “Exempt Human Specimens” in the terms of the National Road Traffic Regulations 1996 chapter VIII, Transport of Dangerous Goods and Substances by Road and regulations and standards framed there under.

20.2.7. Therefore the specimens are not subject to the transportation requirements of dangerous goods. A letter from a medical practitioner to this effect will be supplied to the successful bidder.

20.2.8. The National Department of Health will have no direct legal commitment with the subcontractor(s) and such, the contractor retains full liability towards the department for performance of the contractor as a whole.

20.2.9. Responsibility for loss or damage: The contractor is liable for any loss or damage, whether negligent or intentional, to the consignment once they are removed from the NIOH or service providers' premises until they are delivered to their destination.

20.2.10. Geographical location of branches: The bidder shall provide the number and location of their distribution facilities, and they should indicate how they would effectively meet the geographic presence requirements in a timely manner, in terms of the bid conditions.
21. **QUALITY**

Transportation must conform with the conditions of the National Road Traffic Act 93 of 1996, as Amended.

22. **POST AWARD**

22.1. **MONITORING**

22.1.1. The management of the contract is the responsibility of the National Department of Health. All correspondence in this regard must be directed to the Compensation Commissioner.

22.1.2. Contracted service provider must advise the Compensation Commissioner at first knowledge of any unforeseeable circumstances that may adversely affect delivery against the contract. Full particulars of such circumstances must be provided by the service provider.

22.1.3. The National Department of Health will monitor the performance of contracted service provider and maintain a scorecard for compliance to the terms of this contract as follows:

- Compliance with delivery lead times;
- Compliance with reporting requirements according to reporting schedule and reporting mechanism.

22.2. **REPORTING**

22.2.1. National Department of Health will provide an indication of reporting requirements at the compulsory briefing session and successful bidders will be assisted with complying with these requirements.

22.2.2. The National Department of Health may, from time to time and within reason, add to the reporting requirements. Any changes to reporting requirements or the reporting mechanism will be communicated in writing by the Compensation Commissioner.

22.3. **CEDING, MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS**

22.3.1. Where a contracted supplier plans to merge with or is going to be acquired by another entity, or plans to cede a contract the contracted supplier must seek concern from the National Department of Health in writing at first knowledge of such an event.
22.3.2. The National Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.

22.3.3. A contracted supplier must inform the National Department of Health at first knowledge of any changes to address, name, or contact details and effect these changes on the Central Supplier Database.

22.4. CONTACT DETAILS

Postal address
Compensation Commissioner, PO Box 4584, Johannesburg, Braamfontein, 2000

Physical address
Compensation Commissioner, 144 De Korte Street, Braamfontein, Johannesburg, 2017

Please use the following e-mail address and contact persons for any queries relating to bidding process:

<table>
<thead>
<tr>
<th>Mr SD Dlamini</th>
<th>Mr SH Majavu</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tel: (012) 395 8930</td>
<td>Tel: (012) 395 8909</td>
</tr>
<tr>
<td>Fax number:</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:DlaminiD@health.gov.za">DlaminiD@health.gov.za</a> / <a href="mailto:MajavS@helath.gov.za">MajavS@helath.gov.za</a></td>
<td></td>
</tr>
</tbody>
</table>

23. ABBREVIATIONS

The abbreviations used in this document signify the following:

- B-BBEE: Broad-Based Black Economic Empowerment
- CD: Compact Disc
- CSD: Central Supplier Database
- ICASA: Independent Communications Authority of South Africa
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>NDoH</td>
<td>National Department of Health</td>
</tr>
<tr>
<td>PDF</td>
<td>Portable Document Format</td>
</tr>
<tr>
<td>SARS</td>
<td>South African Revenue Service</td>
</tr>
<tr>
<td>VAT</td>
<td>Value Added Tax</td>
</tr>
</tbody>
</table>
TERMS OF REFERENCE FOR THE BID SPECIFICATION COMMITTEE – BID NUMBER
NDOH11/2016-17

1. PURPOSE

The National Department of Health is inviting bids for transportation of Cardio-Respiratory organs (Hearts and Lungs) of deceased miners and former miners in accordance with the Occupational Diseases in Mines and Works Act (1973 as amended 208 Act 1993)

2. BACKGROUND

The Occupational Diseases in Mines and Works Act (78 of 1973) makes provision for the autopsy examination of specimens taken from the cardio-respiratory organs of deceased persons who are or were employed at controlled mines and works, regardless of the clinical cause of death. The Pathology division, National Institute for Occupational Health (National Health Laboratory Services) in Constitutional Hill, Johannesburg undertakes these examinations on behalf of the Medical Bureau for Occupational Diseases (MBOD). The examinations are considered at the MBOD and compensation is paid to the families of cases that qualify for compensation.

The organs are removed, under the supervision of a medical practitioner, at a facility close to where the miner died and are placed in formalin in a red bucket. The removals may be done at government facilities or private mortuaries. These service providers then arrange for the collection of the red buckets containing organs which are sent to the National Institute for Occupational Health (NIOH) in Johannesburg.

3. DELIVERABLES

The supplier will be required to transport cardio-respiratory organs (hearts and lungs) removed from deceased miners and former miners, and, buckets containing clean formalin and blank documents to service providers all over South Africa, including the SADC region.

Delivery time for consignments from the NIOH or Service providers is between 24 and 72 hours. The Specimens in preservative formalin and therefore there is no need for urgency.

In order to minimise the likelihood of spillages, triple packing is used, where the specimens are placed in sealed, leak-proof primary and secondary receptacles and a complaint outer container. The primary receptacle contains approximately 3000ml of formalin into which specimens are placed. Because the specimens are in preservative formalin, there is no need for refrigeration. The dimensions of the outer receptacle are approximately 33x33x34cm or 60x50x40cm. The weights of the red buckets are approximately 8kg without specimens and 12kg with the specimens.
There is a minimum likelihood of pathogens being present in the specimens being transported in the consignment and are therefore “Exempt Human Specimens” in the terms of the National Road Traffic Regulations 1996 chapter VIII, Transport of Dangerous Goods and Substances by Road and regulations and standards framed there under. Therefore the specimens are not subject to the transportation requirements of dangerous goods.

A letter from a medical practitioner to this effect will be supplied to the successful bidder. The National Department of Health will have no direct legal commitment with the subcontractor(s) and such, the contractor retains full liability towards the department for performance of the contractor as a whole.

Responsibility for loss or damage: The contractor is liable for any loss or damage, whether negligent or intentional, to the consignment once they are removed from the NIOH or service providers’ premises until they are delivered to their destination.

Geographical location of branches.

The bidder shall provide the number and location of their distribution facilities, and they should indicate how they would effectively meet the geographic presence requirements in a timely manner, in terms of the bid conditions.

4. **CONTRACT PERIOD**

The contract will be for a period of 24 months.

5. **COSTING MODEL**

Please find Illustration below

<table>
<thead>
<tr>
<th>Bid per 2kg</th>
<th>Additional 1 kg at 50% of bid price</th>
</tr>
</thead>
<tbody>
<tr>
<td>R20.00</td>
<td>R10.00</td>
</tr>
</tbody>
</table>

Bidders must submit one final delivered price inclusive of all costs such as transport, labour, packaging and insurance costs. Failure to submit one final delivered price will invalidate the bid. Bidders must also quote from any location within South Africa to Johannesburg (NIOH offices) as well as from any SADC region to Johannesburg (NIOH offices).
NB: Bidders are specifically cautioned not to quote insurance costs or fuel surcharges separate from the final delivered price because it will result in the invalidation of their bids.

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
<th>AMOUNT per 2KG</th>
<th>AMOUNT for Additional 1 kg at 50% of bid price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gauteng Province</td>
<td>Johannesburg</td>
<td></td>
<td></td>
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<tr>
<td>North West Province</td>
<td>Johannesburg</td>
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<td></td>
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<tr>
<td>Limpopo Province</td>
<td>Johannesburg</td>
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<tr>
<td>Mpumalanga Province</td>
<td>Johannesburg</td>
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<tr>
<td>Northern Cape Province</td>
<td>Johannesburg</td>
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<tr>
<td>Eastern Cape Province</td>
<td>Johannesburg</td>
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<tr>
<td>Western Cape Province</td>
<td>Johannesburg</td>
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<tr>
<td>Kwazulu Natal Province</td>
<td>Johannesburg</td>
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<tr>
<td>Angola</td>
<td>Johannesburg</td>
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<tr>
<td>Botswana</td>
<td>Johannesburg</td>
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<tr>
<td>Democratic Rep Congo</td>
<td>Johannesburg</td>
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<td>Lesotho</td>
<td>Johannesburg</td>
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<td>Madagascar</td>
<td>Johannesburg</td>
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<td>Malawi</td>
<td>Johannesburg</td>
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<tr>
<td>Mozambique</td>
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<td>Namibia</td>
<td>Johannesburg</td>
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<tr>
<td>Seychelles</td>
<td>Johannesburg</td>
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<tr>
<td>Swaziland</td>
<td>Johannesburg</td>
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<tr>
<td>United Rep Tanzania</td>
<td>Johannesburg</td>
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<tr>
<td>Zambia</td>
<td>Johannesburg</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zimbabwe</td>
<td>Johannesburg</td>
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<td></td>
</tr>
</tbody>
</table>

Original invoices accompanied by proof of deliveries, must be delivered on a monthly basis to the National Institute for Occupational Health (NIOH). Payment of the contractor will take place once an invoice is received from the contractor.

The invoice must always contain the following information:

a) Price per specific route (from anywhere in South Africa to Johannesburg) NIOH and from any SADC region to Johannesburg (NIOH) South Africa.

b) Actual weight of the parcel

c) Complete breakdown of costs

d) Total Costs

6. **PRICING**

A price must be quoted per two kilogram (2kg) unit as per the pricing schedule. For each additional kilogram required, the user will be charged at fifty percent (50%) of the original bid price per (2kg). Failure to comply with this will invalidate such a bid.
7. **MANDATORY REQUIREMENTS**

Bidders need to complete the mandatory requirements by indicating yes or no in the space provided below and if not if not completed, your proposal will be disqualified.

<table>
<thead>
<tr>
<th>8.1 The main bidder must have a minimum of 3 years experience providing courier services</th>
<th>Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8.2 Services in the transportation of medical specimens. (Proof of the permit to import or export biological samples issued by the National Department of Health to be attached)</th>
<th>Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8.3 Client references for similar services in the transportation of medical specimens over the last three years to be provided (Reference letter to be attached)</th>
<th>Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8.4 Must be able to provide delivery services of 24-72 hours throughout South Africa and the SADC region</th>
<th>Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8.5 Must comply with the National Road Traffic Regulations Act (1996) Proof to be attached. e.g. Road worthy certificate</th>
<th>Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8.6 Must comply with the International Air Transport Association (IATA) Proof of IATA certificate to be attached</th>
<th>Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>NO</td>
</tr>
</tbody>
</table>

9. **EVALUATION CRITERIA**

9.1 **PREFERENCE POINTS SYSTEM**

In terms of Regulation 6 of the Preferential Procurement Regulations, published in terms of the Preferential Procurement Policy Framework Act,2000 (Act5 of 2000), responsive bids will be adjudicated on the basis of the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (final delivered price including VAT): maximum 80 points
- B-BBEE status level of bidder: maximum 20 points
The following formula will be used to calculate the points for price:

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

Where:
- \( P_s \) = Points scored for comparative price of bid under consideration
- \( P_t \) = Comparative price of bid under consideration
- \( P_{min} \) = Comparative price of lowest acceptable bid

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status</th>
<th>Number of Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level of Contributor</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
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<td>5</td>
<td>8</td>
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<td>6</td>
<td>6</td>
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<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

The points scored by a bidder for B-BBEE contribution will be added to the points scored for price.

The points scored will be rounded off to the nearest 2 decimal points.

The National Department of Health may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference points.

In the event that two or more bids have scored an equal number of total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
The Director General: [NAME OF DEPARTMENT]

I/we hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens .

I/we understand that bank details provided should be exactly as per the records held by the bank.

I/we understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details

<table>
<thead>
<tr>
<th>Registered Name</th>
</tr>
</thead>
<tbody>
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<table>
<thead>
<tr>
<th>Trading Name</th>
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<table>
<thead>
<tr>
<th>Tax Number</th>
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<table>
<thead>
<tr>
<th>VAT Number</th>
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<table>
<thead>
<tr>
<th>Title:</th>
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<table>
<thead>
<tr>
<th>Initials:</th>
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<table>
<thead>
<tr>
<th>First Name:</th>
</tr>
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<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Surname:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

Address Detail

<table>
<thead>
<tr>
<th>Payment Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

(Compulsory if Supplier)

<table>
<thead>
<tr>
<th>Postal Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

New Detail

- New Supplier information
- Update Supplier information

Supplier Type:

- Individual
- Department
- Partnership
- Company
- Trust
- Other (Specify)

61 of 62

Department Number
# Supplier Account Details

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

<table>
<thead>
<tr>
<th>Account Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>Branch Name</td>
<td></td>
</tr>
<tr>
<td>Branch Number</td>
<td></td>
</tr>
<tr>
<td>Account Type</td>
<td>Cheque Account, Savings Account, Transmission Account, Bond Account, Other (Please Specify)</td>
</tr>
<tr>
<td>ID Number</td>
<td></td>
</tr>
<tr>
<td>Passport Number</td>
<td></td>
</tr>
<tr>
<td>Company Registration Number</td>
<td>/ /</td>
</tr>
<tr>
<td>*CC Registration</td>
<td></td>
</tr>
<tr>
<td>Practise Number</td>
<td></td>
</tr>
</tbody>
</table>

It is hereby confirmed that this details have been verified against the following screens:

- **ABSA-CIF screen**
- **FNB-Hogans system on the CIS4**
- **STD Bank-Look-up-screen**
- **Nedbank- Banking Platform under the Client Details Tab**

## Contact Details

<table>
<thead>
<tr>
<th>Business</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Area Code</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Extension</td>
<td></td>
</tr>
<tr>
<td>Home</td>
<td></td>
</tr>
<tr>
<td>Area Code</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
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<tr>
<td>Extension</td>
<td></td>
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<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Area Code</td>
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<tr>
<td>Telephone Number</td>
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<td>Fax Number</td>
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<td>Cell</td>
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<tr>
<td>Cell Code</td>
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<tr>
<td>Cell Number</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
</tbody>
</table>

**PLEASE RETURN TO THE RELEVANT REGIONAL OFFICE THAT SUPPLIED THE FORM OR THE FOLLOWING ADDRESS:**

<table>
<thead>
<tr>
<th>Supplier Signature</th>
<th>Regional Office Sender</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name</td>
<td>Print Name</td>
</tr>
<tr>
<td>Rank</td>
<td></td>
</tr>
</tbody>
</table>

**NB:** All relevant fields must be completed