

KZN Health Intranet

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AdvertQuote

KWAZUŁU-NATAL PROV HEALTH REPUBLIC OF SOUTH AFRICA	Quotation Advert	
Opening Date:	2022-07-14	fii o
Closing Date:	2022-07-20	I
Closing Time:	11:00	
INSTITUTION DETAILS		
Institution Name:	Umgeni hospital	······································
Province:	KwaZulu-Natal	
Department or Entity:	Department of Health	
Division or section:	Central Supply Chain Management	
Place where goods / services is required	Umgeni Hospital	
Date Submitted	2022-07-14	#
ITEM CATEGORY AND DETAILS		
Quotation Number:	ZNQ: {umh52/22-23	
Item Category:	Goods	~
Item Description:	Staff Uniform	
Quantity (if supplies)		
COMPULSORY BRIEFING SESSION	ON / SITE VISIT	
Select Type:	Not Applicable	Y
Date:		
Time:		
Venue:		•
QUOTES CAN BE COLLECTED FROM:	Download from webpage	
QUOTES SHOULD BE DELIVERED TO:	Umgeni Hospital, Old Main Road, Howick	
1	VERT MAY BE DIRECTED TO:	
ENQUIRIES REGARDING THE AD		
ENQUIRIES REGARDING THE AD Name:	Mrs V. Grantham	
•	Mrs V. Grantham valerie.grantham@kznhealth.gov.za	

7/13/22, 4:11 PM

Finance Manager Name:

Finance Manager Signature:

Mr D, Ntuli

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION OVER R30 000.00 YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT UMGENI HSPITAL DATE ADVERTISED: 14-07-2022 CLOSING DATE: 20-07-2022 CLOSING TIME: 11:00 E-MAIL ADDRESS: Umgeni.SCMQuotations@kznhealth.gov.za FACSIMILE NUMBER: N/A PHYSICAL ADDRESS: UMGENI HOSPITAL OLD MAIN HOWICK ROAD ZNQ / UMH ▼ / 52 /22 -23 QUOTE NUMBER: DESCRIPTION: STAFF UNIFORM CONTRACT PERIOD....ONCE OFF VALIDITY PERIOD 60 Days SARS PIN..... (if applicable) Α Α Α M CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. UNIQUE REGISTRATION REFERENCE DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS) UMGENI HOSPITAL, MAIN SECURITY GATE, OLD MAIN ROAD, HOWICK (THE INSTITUTION RECOMMENDS HAND DELIVERY DUE TO NETWORK CHALLENGES) Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration. The quote box is open from 08:00 to 15:30. QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RETYPED) THIS QUOTE 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 QUOTE BEING DISQUALIFIED) NAME OF BIDDER POSTAL ADDRESS STREET ADDRESS TELEPHONE NUMBER CODE......NUMBER...... FACSIMILE NUMBER CODENUMBER.....

VAT REGISTRATION NUMBER (If VAT vendor)

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

CELLPHONE NUMBER

E-MAIL ADDRESS

OFFICIAL F	PRICE PAGE	FOR QUOTATIONS OVER R30 000 QU	OTE NUMBER	: ZNQ/UMH▼ / 52	<u> </u> 222	3 .33
DESCRIPTI	ON:	UNIFORM				.(),\(),\(),
SIGNATUR [By signing	E OF BIDDEI this documen	Rt, I hereby agree to all terms and conditions]	DATE	.,,	****************	********
CAPACITY	UNDER WH	CH THIS QUOTE IS SIGNED				
Item No Quantity Description Brand & Country of model manufacture			Price R	С		
1	117	2-PIECE NAVY BLUE CONTI SUIT				
		100% COTTON				
		SPECIFICATION ATTACHED				

		ONLY LOCALLY PRODUCED GOODS ACCEPTABLE		·		
		FULLY COMPLETED ANNEXTURE C, D,& E				
						-
		VALID TAX CERTIFICATE, CERTIFIED BBBEE				
		EME CERTIFICATION / SWORN AFFIDAVIT				
	-	ORIGINAL CERTIFICATION SHOULD NOT BE				_
		OLDER THAN THREE(3) MONTHS				
	<u> </u>	A Maria				
····		FAILURE TO COMPLY WITH THE ABOVE				
		REQUIMENTQOUTE WILL BE DISQUALIFIED				_
		NB SAMPLE WILL BE CALLED FOR BY SCM				
3/81/15 45	DED TAY @	A 450/ (Only if \/AT Vandar)	1			
	-) 15% (Only if VAT Vendor)				_
TOTAL QU	JOTATION P	RICE (VALIDITY PERIOD 60 Days)				
Does This	Offer Comply	Does The Article With The Specification? Specification	?	The S.A.N.S. /	S.A.B.S.	
Is The Pric		State Delivery Period	l, e.g., <i>1day, 1</i> и	veek		

Oces This Offer Comply With The Specification?	S	he Article Conform To The S.A.N.S. / S.A.B.S. Specification? livery Period, e.g., 1day, 1week
s The Price Firm?		Invery Ferrod, e.g., Tudy, Twoon
inquiries regarding the quote may be directed to:		Enquiries regarding technical information may be directed to:
Contact Person: V. Grantham Tel: 033-3306146 E-Mail Address: valerie.grantham@kznhealth.gov.za		Contact Person: M. Zuma Tel: 033-3306146
		Contact Person: M. Zuma Tel. 033-3306146

BIDDER'S DISCLOSURE

1.	PURPOSE OF THE FORM Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
-	Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process

2. BIDDER'S DECLARATION

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

 YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

2.2.	Do you, or any person	connected with	the bidder,	have a	relationship	with a	any p	erson	who i	s employed	by the	procuring
	Institution?										Υ	ES/NO

- 2.2.1. If so, furnish particulars:
- 2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO
- 2.3.1. If so, furnish particulars:

3. DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. 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.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of Bidder	Signature	Position	Date
		•	

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

² 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.

GENERAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

2. CHANGE OF ADDRESS

2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

3.1. The Department is under no obligation to accept the lowest or any quote.

- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.

3.4. The price quoted must include VAT (if VAT vendor).

3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.

3.6. The bidder must ensure the correctness & validity of the quotation:

(i) that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk

(ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.

- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.

3.9. Offers must comply strictly with the specification.

3.10. Only offers that meet or are greater than the specification will be considered.

3.11. Late offers will not be considered.

3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.

3.13. Used/ second-hand products will not be accepted.

3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.

3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.

- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.

3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.

3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.

4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.

4.6. Use of correcting fluid is prohibited and may render the response invalid.

4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.

4.8. Where practical, prices are made public at the time of opening quotations.

4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.

5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.

5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.

5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.

5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.

5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
- (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
- (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. Samples must be made available when requested in writing or if stipulated on the document.
- (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

7.1. (i) (ii)	Bidders who fail to attend the compulsory meeting will be disqual The institution has determined that a compulsory site meeting Date Time Place	ified from the evaluation process. take place					
(ii)	Date Place Place						
Institut	ion Stamp:	Institution Site Inspection / briefing session Official					
		Full Name:					
		Signature:					
		Date:					

8. STATEMENT OF SUPPLIES AND SERVICES

8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

9. SUBMISSION AND COMPLETION OF SBD 6.1

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

10. TAX COMPLIANCE REQUIREMENTS

- 10.1. In the event that the tax compliance status has failed on CSD, it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

11. TAX INVOICE

- 11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued;
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

12. PATENT RIGHTS

The supplier shall indemnify the KZN Department of Health (hereafter known as 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.

13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. 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.

14. TERMINATION FOR DEFAULT

- 14.1. 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:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
- (ii) if the supplier fails to perform any other obligation(s) under the contract; or
- (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. 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.
- 14.3. 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.
- 15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all quotes:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this quote shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this quote is allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

POINTS AWARDED FOR PRICE 3.

THE 80/20 PREFERENCE POINT SYSTEMS 3.1

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

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$$
 Where

 P_{S}

8.

Points scored for price of bid under consideration

Ρt

Price of bid under consideration

Pmin

price of lowest acceptable bid

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

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

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

5.	BID DECLARATION						
5.1	Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:						
6.	B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TER	MS OF PARAGRAPHS 1.4 AND 4.1					
6.1	B-BBEE Status Level of Contributor: =(maximum of	f 20 points)					
(Points c	laimed in respect of paragraph 7.1 must be in accordance with to proof of B-BBEE status level of contributor.	the table reflected in paragraph 4.1	and must be substantiated by				
7.	SUB-CONTRACTING	(Tick					
	applicable box)		YES NO				
7.1	Will any portion of the contract be sub-contracted?						
7.1.1	If yes, indicate:						
	What percentage of the contract will be subcontracted The name of the sub-contractor						

iii) The B-BBEE status level of the sub-contractor.....

Whether the sub-contractor is an EME or QSE	(Tick applicable	e box)				
 iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise Preferential Procurement Regulations, 2017: 						
Designated Group: An EME or QSE which is at last 51% owned by:	EME. √	QSE √				
Black people						
Black people who are youth						
Black people who are women						
Black people with disabilities						
Black people living in rural or underdeveloped areas or townships						
Cooperative owned by black people						
Black people who are military veterans						
OR			1			
Any EME			1			
Any OSF			1			

(Tick applicable box)

) . •	DECLARATION W	ITH REGARD TO COMPANY/FIRM					
9.1	Name of compar	ny/firm:					
9.2	VAT registration number:						
9.3	Company registration number:						
9.4	TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]						
	□ One person						
9.5		NCIPAL BUSINESS ACTIVITIES					
 9.6		ASSIFICATION [TICK APPLICABLE BOX]					
0.0	☐ Manufac ☐ Supplier ☐ Professi ☐ Other se	eturer onal service provider ervice providers, e.g. transporter, etc.					
9.7		years the company/firm has been in busir					
9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points clathe B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the contributor the preference(s) shown and I / we acknowledge that:							
	i) The inforn						
			h the General Conditions as indicated in paragraph 1 of this form;				
	be require	be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;					
	iv) If the B-E contract h	BEE status level of contributor has been ave not been fulfilled, the purchaser may,	n claimed or obtained on a fraudulent basis or any of the conditions of in addition to any other remedy it may have –				
	(a) disqua	alify the person from the bidding process;					
	(b) recov	er costs, losses or damages it has incurred	or suffered as a result of that person's conduct;				
	(c) cance arran	I the contract and claim any damages whi gements due to such cancellation;	ch it has suffered as a result of having to make less favourable				
	who a of sta	acted on a fraudulent basis, be restricted b	areholders and directors, or only the shareholders and directors y the National Treasury from obtaining business from any organ fer the audi alteram partem (hear the other side) rule has been				
	(e) forwa	rd the matter for criminal prosecution.					
	WITNESSES	3	· SIGNATURE(S) OF BIDDERS(S)				
	¹1						
			DATE:				
	2		ADDRESS				



Umgeni Specialised Psychiatric Hospital

Private Bag X23, HOWICK, 3290

Main Road, HOWICK 3290

Tel: 033 3306146 Fax: 033 3305564 email:

DIRECTORATE:

QUANTITIES AND SIZES: NAVY 2- PIECE CONTI SUIT 100% COTTON

SECTIONS	Sizes								TOTAL		
OLOTIONO	32/28	34/30	36/32	38/34	40/36	42/38	44/40	46/42	48/44	50/46	
EPWP	3	12	3	0	12	0	0	3	6	0	39
Grounds	3	0	0	0	0	0	3	0	3	3	12
Housekeeping	10	0	3	0	0	0	0	0	0	0	3
Registry	10	3	0	0	0	0	0	0	0	0	3
Supply Chain	3	n	0	3	6	3	3	0	0	0	18
Food Services	10	0	0	9	0	0	0	0	0	0	9
Totals	9	15	6	12	18	3	6	3	9	3	84

TOTAL: 84

QUANTITIES AND SIZES: NAVY 2-PIECE CONTI SUIT 100% COTTON: MAINTENANCE

SECTIONS		Sizes				
	97	107	112	117		
MAINTENANCE	12	9	3	9	33	

TOTAL: 33



DIRECTORATE: UMGENI HOSPITAL

Postal Address: Private Bag X 23 Howick, 3290 Physical Address: Old Main Road, Howick, 3290

Tel: 033 330 6146 Fax: 033 330 6026 Email address: mxolisi.zuma@kznhealth.gov.za www.kznhealth.gov.za

SPECIFICATION FOR NAVY TWO-PIECE CONTI-SUITS

Suppliers are invited to quote for <u>supplying Umgeni Hospital with NAVY TWO-PIECE</u> <u>CONTI-SUITS</u> and suppliers are hereby requested not to deviate in any way from the specification given below.

Description:

- OUTER MATERIAL: Navy Florentine Drill 100% Cotton fully shrunk 220 gm/m'-SABS (chemical resistant)
- ELASTIC WEBBING: 6 columns of rubber strands covered by warp knit multifilament
- Yarns. Nominal width 40 mm and having a stretch of 120
- PRESS STUDS: Open ring type of a nominal diameter of 16 mm. Manufactured of stainless steel.
- STYLE: The suit shall consist of a jacket and long trousers.
- JACKET: Open front type closing with 4 press studs
- **FOREPARTS:** The fore-parts shall be of shirt style with single yoke. Front edges and yoke swell stitched10 mm from the edge
- BACK: The back shall be plain one piece
- COLLAR: Step collar 40 mm wide at the step and swell stitched 10 mm from the edge.
- SLEEVES: 1 piece set-in long sleeves with 12 mm plain hemmed cuffs.
- **POCKET:** Breast pocket 130 mm wide and 150 mm deep with an 8 mm hem. Single stitched to the fore-part with square corners and bar tacked at the mouth. Two lower patch pocket size 150 mm wide and 180 mm deep.
- YOKE: Single split yoke from the shoulder seam to the lapel break.
- FACING: The front and lapel facing of self-material 30 mm wide at the hem
- BOTTOM HEM: The bottom of the jacket shall be hemmed 30 mm
- TROUSERS: Ruched back waist. Fully lined waist band attached with 5 rows of stitching and with 5 x 60 mm belt loops. Zip fly closing at the waist band with a plastic button. 2 laid on patch trouser pockets with I slanting mouth. One plain patch hip pocket on right side. The bottoms of the trousers shall have a 5 em hem.
- WAISTBAND: Waist band grown-on and lined with warp knit nylon, stitched down with 5 rows of stitching, to finish 45 mm wide. The back shall be ruched from side seam to side seam.5 x 60mm belt loops.
- FLY: Front edges of the trousers over locked, turned back 30 mm and the fastener tapes attached with 2 rows of stitching. A plastic button attached at the top of the fly in the waist band.
- TROUSER Nominal Width of 3 mm of nickel alloy.



- POCKETS: A slanted opening patch side pocket single stitched to each trouser front. Pocket 115 mm deep at the side seam and 180 mm wide at the bottom. Mouth and the top and bottom of the side opening bar tacked. A plain patch hip pocket single stitched to the right back.140 mm wide and 150 mm deep. The 15 mm hem bar tacked at the corners of the mouth
- IBOTTOM HEM: The trousers shall have a 30 mm hem at the bottom
- SEAMS: All seams of the safety stitch over lock type

Nominal measurements of finished garment

- 1. Size designation a): 82 cm
- 2. Circumference of chest: 99 cm
- 3. Circumference of seat (extended) b): 85 cm
- 4. Circumference of seat 97 cm
- 5. Circumference of plain & ruched cuff (extended) b): 27 cm
- 6. Circumference of knee 52 cm
- 7. Circumference of bottoms 44 cm
- 8. Length of back neck to waist: 49 cm
- 9. Length of outside leg: 104 cm
- 10. Length of inside leg: 79cm
- 111. Length of set-in sleeves and raglan sleeves, long c): 47 cm
- 112. Length of set-in sleeves and ragian sleeves, short c): 13 cm
- 113. Back width d): 38 cm
- a) Based in accordance with SABS 1360-1, on the chest girth, in centimeters, of the intended wearer.
- b) The relaxed measurements of ruched cuffs and waists shall be such that there are suitable ruched for comfort and safety.
- c) Measured at the underarm seam.
- d) Not applicable to raglan sleeves.

Bidders are requested to please sign the specification before sending together with the official quotation form.

Company Name:		
Official Name & Surname Signing:		
Position hold by Official:		
Signature:	Date:	

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, The South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
	%
	%
, .	%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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		***************************************	AND DESCRIPTION OF THE PROPERTY OF THE PROPERT	Action to the second se
	YES		NO	
	1 1 11 1			A A SOURCE OF THE PARTY OF THE

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

•	
Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286;2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OFFICER OF LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY TEXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)	ETE GIBELL				
IN RESPECT OF BID NO.					
ISSUED BY: (UMGENI HOSPITAL					
NB					
The obligation to complete, duly sign and submit this declaration transferred to an external authorized representative, auditor or any oth acting on behalf of the bidder.	of time party				
Guidance on the Calculation of Local Content together with Local Declaration Templates (Annex C, D and E) is acceptible. It is acceptible to the construction of the continuously updates of the contract.	first complete e Declaration C should be of the bid in Declarations a period of at				
I, the undersigned,					
entity), the following:	,				
(a) The facts contained herein are within my own personal knowledge.					
(b) I have satisfied myself that:	*c* ;				
(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and					
(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:					
Bid price, excluding VAT (y)	R				
Imported content (x), as calculated in terms of SATS 1286:2011	R				
Stipulated minimum threshold for local content (paragraph 3 above)					
Local content %, as calculated in terms of SATS 1286:2011					

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:	
WITNESS No. 1	DATE:
WITNESS No. 2	DATE:

(03)

<u>B</u> B

(23)

SATS 1286,2011

Annex E

ender No.		Note: VAT to be excluded fr	
Fender description: Designated products:		Mote: VAT to be excluded it	om an calculations
fender Authority:			
endering Entity name:			
	,		
Local Products	•		 _
(Goods, Services and Works)	Description of Items purchased	Local suppliers	Value
	(E6)	· (E7)	(E8)
٠ ,			
-			
 			
,			
			<u> </u>
			
•	(E9) Totallocal produ	icts (Goods, Services and Works)	
(E10) Manpower costs (Te	nderer's manpower cost)		
			L
(E11) Factory overite and (Reg	ntal, depreciation & amortisation, utility costs	, consumables etc.)	
(£12) Administration overheads	and marketing, insurance, fina	volna interact atal	
		range into at atom	
		(E13) Total local content	
		This total must correspond t	uith Annex C - C24
	•	-	
gnature of tenderer from Annex B		•	
			ı
	•		

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

	· PA	ART 1 (TO BE FILLED IN BY THE I	BIDDER)
1.	(name of institution)	pply all or any of the goods and/or works descring in accordance at the price/s quoted. My off aser during the validity period indicated and calc	er/s remain binding upon me and open for
2.	The following document	s shall be deemed to form and be read and const	rued as part of this agreement:
	- Tax cl - Pricin - Techr - Prefer in terr - Decla - Decla - Certif - Speci (ii) General Condi (iii) Other (specify	tion to bid; earance certificate; g schedule(s); ical Specification(s); ence claims for Broad Based Black Economic F ms of the Preferential Procurement Regulations 2 ration of interest; ration of bidder's past SCM practices; icate of Independent Bid Determination al Conditions of Contract; tions of Contract; and	2011;
3.	and a second of the a co	satisfied myself as to the correctness and valid ods and/or works specified in the bidding docur occept that any mistakes regarding price(s) and	nents: that the price(s) and rate(s) cover at
4.	I accept full responsible me under this agreement	lity for the proper execution and fulfilment of a as the principal liable for the due fulfillment of	all obligations and conditions devolving or f this contract.
5.	I declare that I have no or any other bid.	participation in any collusive practices with an	ny bidder or any other person regarding thi
6.	I confirm that I am dul	y authorised to sign this contract.	
	NAME (PRINT)		MALMEGEE
	CAPACITY		WITNESSES
	SIGNATURE		2
	NAME OF FIRM		DATE:
	DATE		DALLE

CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.	accent your bi	d under reference n inder and/or further	umber	dated	for the supp	oly of goods/works
2.		ler indicating delive				
 I undertake to make payment for the goods/works delivered in accordance with the terms and co contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note. 						I conditions of the
	ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
4. SIGN		t I am duly authoris				
	E (PRINT) ATURE					
	CIAL STAMP			WIT	NESSES	
				1.		
			. !	2.		.,
				DAT	Œ	

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 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.
- 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.
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes	No 🗍
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ·	No 🗍
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes 🔲	N ₀
4.3.1	If so, furnish particulars:		· · · · · · · · · · · · · · · · · · ·

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	N ₀		
4.4.1	If so, furnish particulars:				
-					
			SBD 8		
	CERTIFICATION				
I, THE UNDERSIGNED (FULL NAME). CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,					
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.					
Sig	gnature Date	••••••			
 Po	sition Name of Bidder		Js365bW		

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids1 invited.
- 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). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 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.
 - 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.
- 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.
- 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 blds, 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

1, the undersigned, in submitting the accompanying bid:
(Bid Number and Description)
in response to the invitation for the bid made by:
(Name of Institution)
do hereby make the following statements that I certify to be true and complete in every respect
I certify, on behalf of:that:
(Name of Bidder)

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

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

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

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

Signature	Date
Position	Name of Bidder
	Js914w 2