

Quotation Advert

Opening Date: 2019-11-11
Closing Date: 2019-11-20
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 2019-11-08

ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:
107/19
Item Category: Goods
Item Description: 23KG HEAVYDUTY INDUSTRIAL WASHING MACHINE X1
23KG HEAVYDUTY WASHER EXTRACTOR MACHINE X1

Quantity (if supplies)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not Applicable
Date :
Time:
Venue:

QUOTES CAN BE COLLECTED FROM: UMGENI HOSPITAL, OLD MAIN ROAD HOWICK

QUOTES SHOULD BE DELIVERED TO: UMGENI HOSPITAL, TENDER BOX

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: MR. M ZUMA
Email: Mxolisi.zuma@kznhealth.gov.za
Contact Number:

Finance Manager Name:


033 3306146

MR. MH MATHOBELA

Finance Manager Signature:



No late quotes will be considered

 Submit  Save  Save As...  Close  Print Preview

Print this page

DESCRIPTION: INDUSTRIAL WASHING MACHINE AND EXTRACTOR MACHINE

SIGNATURE OF BIDDER DATE.....
 [By signing this document I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1.	1	SUPPLY, DELIVER, INSTAL, COMMISSION OF 23KG HEAVYDUTY INDUSTRIAL WASHING MACHINE MUST HAVE THREE (3) YEAR WARRANTY WITH A FIVE (5) YEAR SERVICE PLAN. SERVICE PROVIDER MUST BE CIDB REGISTERED EB GRADE 1 AND ONLY QUALIFIED ARTISAN TO INSTAL AND COMMISSION. AS PER ATTACHED SPECIFICATION				
2.	1	SUPPLY, DELIVER, INSTAL, COMMISSION OF 23KG HEAVYDUTY WASHER EXTRACTOR MACHINE MUST HAVE THREE (3) YEAR WARRANTY WITH A FIVE (5) YEAR SERVICE PLAN, MUST BE CIDB REGISTERED EB GRADE 1 AND ONLY QUALIFIED ARTISAN TO INSTAL AND COMMISSION. AS PER ATTACHED SPECIFICATION				
		NOTE TO SUPPLIERS: NO CHANCERS PLEASE; END USERS MUST BE ABLE TO VIEW THE MACHINES FOR EVALUATION PURPOSES PLEASE ATTACH YOUR CSD REPORT AND QUALIFIED ARTISANS CERTIFICATE. FAILURE TO COMPLY WILL RESULT IN YOUR QUOTE BEING ELIMINATED				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?
Is The Price Firm?	State Delivery Period E.G. E.G. 1day, 1week

<p>Enquiries regarding the <u>quote</u> may be directed to:</p> <p>Contact Person: Tel:.....</p> <p>E-Mail Address:</p>	<p>Enquiries regarding <u>technical information</u> may be directed to:</p> <p>Contact Person: Tel:.....</p>
---	--

PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

LAUNDRY SERVICES

SPECIFICATION FOR:

CAPACITY 23KG INDUSTRIAL WASHING MACHINE

The Bid is structured to include:

- The supply, delivery, installation and commissioning of a 23kg Capacity Washing Machine for Umgeni Hospital Laundry Facility.
- Bid must include 5 YEAR SERVICE PLAN. (BI-ANNUAL SERVICE- 2 SERVICES A YEAR)- Total 10 services for 5 Year period.

TECHNICAL SPECIFICATIONS.

The bid calls for a Complete 23kg Capacity Washing Machine, which must include the following items as a complete package. The machine must be fitted with a simple microprocessor.

The bidder must quote for all these items as one package.

BIDDERS COMMENTS:

WASHING MACHINE

Clause 1

The machine must be able to accept detergents either manually via a soap hopper or electronically by means of an automatic dosing system.

BIDDERS COMMENTS:

Clause 2

The inner drum must be constructed of high grade stainless steel with measurements of between 750 - 850 mm in diameter and 500 - 600mm in depth.

BIDDERS COMMENTS:

Clause 3

The inner and outer drum should be provided with lifters pressed from the solid sheet.

BIDDERS COMMENTS:

Clause 4

The perforations of the inner drum should be at least 5mm in diameter to allow for easy penetration and extraction of liquids and solids during the rinsing and extract processes.

BIDDERS COMMENTS:

Clause 5

The outer casing of the machine should be fitted with High grade stainless steel panels

BIDDERS COMMENTS:

Clause 6

The framework of the machine should be constructed from heavy gauge mild steel hot dipped galvanized or protected against moisture with a porcelain finish.

BIDDERS COMMENTS:

Clause 7

The drum is to driven by means of a belt system attached to an inverter driven motor.

BIDDERS COMMENTS:

Clause 8

The drive shaft shall be supported on two heavy duty ball bearings sealed against penetration of moisture.

BIDDERS COMMENTS:

Clause 9

As the machine is for HOT & COLD water 2 X 20mm taps in diameter are to be provided together with a large outlet drain of 75mm in diameter.

BIDDERS COMMENTS:

Clause 10

Dimensions of the machine 860mm x 927mm x 1351mm

BIDDERS COMMENTS:

Clause 11

The machine should be suitable for operation on 380volt 3 phase 50 Hz electrical supply.

BIDDERS COMMENTS:

Clause 12

The Washing Machine shall have a capacity of not less than 23 kg dry weight based on a loading factor of 1 kg per 10l of drum volume with a drum volume of 230 liters or more.

BIDDERS COMMENTS:

Clause 13

The machine should be of the front loading type.

BIDDERS COMMENTS:

Clause 14

The machine should be fitted with a large circular door glass situated in the front panel of the machine with a diameter of 400 mm or greater to facilitate easy loading and unloading.

BIDDERS COMMENTS:

Clause 15

The door shall be interlocked with the starting mechanism so that the machine cannot run with the door in the open position.

BIDDERS COMMENTS:

PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF HEALTH

LAUNDRY SERVICES

SPECIFICATION FOR:

CAPACITY 23KG INDUSTRIAL WASHING MACHINE

The Bid is structured to include:

- The supply, delivery, installation and commissioning of a 23kg Capacity Washing Machine for Umgeni Hospital Laundry Facility.
- Bid must include 5 YEAR SERVICE PLAN. (BI-ANNUAL SERVICE- 2 SERVICES A YEAR)- Total 10 services for 5 Year period.

SPECIFICATION: H.T.S. S86B (SURGICAL)

REVISED: 07/04/2017

Page 1 of 5

TECHNICAL SPECIFICATIONS.

The bid calls for a Complete 23kg Capacity Washing Machine, which must include the following items as a complete package. The machine must be fitted with a simple microprocessor.

The bidder must quote for all these items as one package.

BIDDERS COMMENTS:

WASHING MACHINE

Clause 1

The machine must be able to accept detergents either manually via a soap hopper or electronically by means of an automatic dosing system.

BIDDERS COMMENTS:

Clause 2

The inner drum must be constructed of high grade stainless steel with measurements of between 750 - 850 mm in diameter and 500 - 600mm in depth.

BIDDERS COMMENTS:

Clause 3

The inner and outer drum should be provided with lifters pressed from the solid sheet.

BIDDERS COMMENTS:

Clause 4

The perforations of the inner drum should be at least 5mm in diameter to allow for easy penetration and extraction of liquids and solids during the rinsing and extract processes.

BIDDERS COMMENTS:

Clause 5

The outer casing of the machine should be fitted with High grade stainless steel panels

BIDDERS COMMENTS:

Clause 6

The framework of the machine should be constructed from heavy gauge mild steel hot dipped galvanized or protected against moisture with a porcelain finish.

BIDDERS COMMENTS:

Clause 7

The drum is to driven by means of a belt system attached to an inverter driven motor.

BIDDERS COMMENTS:

Clause 8

The drive shaft shall be supported on two heavy duty ball bearings sealed against penetration of moisture.

BIDDERS COMMENTS:

Clause 9

As the machine is for HOT & COLD water 2 X 20mm taps in diameter are to be provided together with a large outlet drain of 75mm in diameter.

BIDDERS COMMENTS:

Clause 10

Dimensions of the machine 860mm x 927mm x 1351mm

BIDDERS COMMENTS:

Clause 11

The machine should be suitable for operation on 380volt 3 phase 50 Hz electrical supply.

BIDDERS COMMENTS:

Clause 12

The Washing Machine shall have a capacity of not less than 23 kg dry weight based on a loading factor of 1 kg per 10l of drum volume with a drum volume of 230 liters or more.

BIDDERS COMMENTS:

Clause 13

The machine should be of the front loading type.

BIDDERS COMMENTS:

Clause 14

The machine should be fitted with a large circular door glass situated in the front panel of the machine with a diameter of 400 mm or greater to facilitate easy loading and unloading.

BIDDERS COMMENTS:

Clause 15

The door shall be interlocked with the starting mechanism so that the machine cannot run with the door in the open position.

BIDDERS COMMENTS:

Sales Quotation 316977

Prices subject to availability and exchange rate fluctuation



One (1) Girbau Model RMS623LC EL
23 kg Heavy duty industrial medium speed microprocessor (logi controlled) self heating washer extractor. Suitable for 380 volt electricity supply. Machine Dimensions: w x d x h 868 mm x 1098 mm x 1404 mm Net Weight: 364 kg

<http://www.leadcorp.za/laundry/industrial-on-premise-laundry/washers-industrial-on-premise-laundry/medium-speed-washer-extractors/girbau-medium-speed-washer-extractors/>

Price	R 100 600.00	R 100 600.00
SubTotal		R 100 600.00
Delivery and Commissioning		R 6 692.00
Add VAT		R 16 093.80
Total Cost		R 123 385.80

PRICE INCLUDES STEEL FRAME FOR WASHER. BUDGET PRICE FOR 5 YEAR SERVICE PLAN INCORPORATING 2X SERVICES PER YEAR AMOUNTS TO R17 370.00 EX VAT.



sales quotation 316977

specifications required

RMS623LC EL

Girbau Model RMS623LC EL

Electrical Connection: 1X60AMP THREE PHASE ISOLATOR (5 WIRE) 1600 MM A.F.F.L.
Connected Load: 20.36kW (30.85AMPS)

Electrical Usage: +/-4.38kW (40 MIN CYCLE)

Water Connection: 2X20MM TAPS (1 HOT & 1 COLD) 900MM A.F.F.L.

Water Usage: HOT= +/- 161 LITRES COLD= +/- 299 LITRES (40 MIN CYCLE)

Drain Connection: OPEN BOX GULLEY 300 MM SQUARE OR GREATER

Floor: MINIMUM OF 200MM THICK WITH A STRENGTH OF 25MPA PREFERABLY RE-INFORCED
SHOULD THE FLOOR BE LESS THAN THE ABOVE SPEC THEN A J-BOLT INSTALLATION WILL NEED TO BE
DONE.

A J-BOLT INSTALLATION WILL RESULT IN A 21 DAY CURING PERIOD

PLEASE SPEAK TO OUR SERVICE DEPARTMENT SHOULD YOU NEED ANY ASSISTANCE.



Key purchase considerations

Best equipment. Best after-sales care. Africa's most knowledgeable experts.

Why choose Lead

Capital expenditure is a critical consideration in the viability of any business. However, price is only one of the elements that comprise the cost of your equipment. Besides offering competitive pricing, we save you money by offering you the best product choice, quality, warranty and service. Here's how Lead can help you make a success of your business.

Equipment choice

- Sole agencies/distributorship rights for the world's leading brands, including Speed Queen, Girbau, Tullis, Unimac, Ipsi, Jensen, BMM Weston, Fagor, Grandimpianti, Ilsa and Sidi.
- Equipment suited from the smallest operation to the largest.
- Full range of laundry, dry cleaning and catering equipment.

Personal know-how and customer focus

- The largest pool of experience of any laundry company in South Africa, with combined experience of over 150 years amongst senior management and staff.
- Close relationships with manufacturers ensure our customers are kept at the forefront of new ideas and technological design.

Warranties

- We are the *only* supplier in South Africa to offer a *full three year warranty* (applicable to Speed Queen, Girbau, Ipsi and Unimac washers and dryers).
- One year warranty on all other equipment sold by the company.
- Warranty cover (please refer to Terms and Conditions for further detail).

Track record

- Our customers include every single blue-chip institution in South Africa that has a requirement for laundry equipment, plus many throughout the African continent.

After-sales service

- Prompt and professional service will save you a fortune in downtime, and improve your service levels.
- Technical expertise, experience and a thorough understanding of our equipment is a prerequisite for technicians. We know we employ the country's top technicians.
- Spares availability. At any one time we carry in excess of R 15 million of spares.
- Employing our own service staff is how we achieve the standards and control necessary to maintain the high level of efficiency we demand. Service agents are used only in situations where our own technicians cannot deliver a service in the required time. This is rare.

Geographical coverage

- Our three branches, in Johannesburg, Durban and Cape Town, all hold equipment and spares, and employ their own qualified technical staff.
- In the last two years we have successfully completed and serviced major installations in numerous countries in sub-Saharan Africa.

Auxiliary services

- Maintenance plans suited to your requirements
 - Full dry-cleaning division
 - Full CAD design service

Lead's mission statement

To continually strive to provide unsurpassed levels of service and efficiency in the sourcing, distribution and after-sales care of a select range of quality products at distinctively competitive prices.



BASIC terms and conditions

A full copy of our terms and conditions is available on request.

Validity

- Prices are subject to change based on fluctuations in the exchange rate.

Availability

- Please check with your salesperson (serial equipment is generally ex-stock).

Installation

- Full instructions and specifications are available for your plumber and electricians upon request (refer warranty and detailed terms and conditions document).
- Should Lead Laundry and Catering (Pty) Ltd be contracted and undertake the delivery and commissioning of the equipment (extra cost), then all services are to be provided to within one metre of the machine. The cost of these services, inclusive of concrete plynths and ducting, is to be borne by yourselves. Any costs incurred in delivering equipment into position, where doorways, narrow passages or any form of other obstruction prevents easy access, will be for your account.

Additional Costs

- The cost of any additional mileage or labour as a result of these services not being available on the pre-arranged delivery and commissioning date is to be borne by yourselves, and will be invoiced directly by Lead Laundry and Catering (Pty) Ltd to yourselves, as will the cost of labour incurred in rectifying an inadequate floor, the relaying of reinforced flooring to meet the required specification and the cost of any additional mileage incurred for a second site visit (usually 21 days after relaying of the floor).

Terms of Payment

- Delivery will only take place after payment has been made in full. Normal cheque deposits require 10 working days before the funds are cleared in order for delivery to take place.

Warranty

- Please note that terms and conditions apply to the warranty, a copy of which is available on request.

Speedqueen	3 years	Fagor	1 year	Jensen	1 Year
Tullis/lpso	3 years	Sewoong	1 year drop off	Ilsa	1 Year
Girbau	3 years	Tullis (Grandimpianti/Image)	1 year	Sidi	1 Year

- Should the quotation contain any brands not mentioned above, please confirm the warranty period with the salesperson.
- Please consult your salesperson for recommended service and maintenance procedures. It is your responsibility to ensure the equipment is appropriately maintained. Any digression from the recommended service procedure which in our opinion results in machine failure may null any or all equipment warranties.
- Warranties are applicable only in cases where machines (with outstanding warranties) have never been worked on, or where these machines have been previously worked on by Lead Laundry and Catering (Pty) Ltd and/or its duly appointed and authorised agent. Warranties will immediately be rendered null and void in cases where equipment is operated on by anybody other than the abovementioned parties.
- Warranties are applicable only in cases where the equipment/machines are installed and commissioned by Lead Laundry and Catering (Pty) Ltd, and/or its duly appointed and authorised agent.
- Mileage and labour will be chargeable at all times (rates available on request). Parts under warranty that are faulty due to negligence, abuse, operator faults, etc. will be charged for.

Delivery

- As specified in the quotation

Continued on next page



BASIC terms and conditions

A full copy of our terms and conditions is available on request.

Limitation of Liability

• Lead Laundry and Catering (Pty) Ltd does not accept responsibility for any consequential damages which may arise as a result of equipment failure or malfunction. Insofar as the delivery of goods is concerned, time shall not be of the essence of any contract of sale between Lead Laundry & Catering (Pty) Ltd and the customer, and any delivery or despatch dates mentioned in any quotation, order or other documentation emanating from Lead Laundry & Catering (Pty) Ltd shall be approximate only and shall not have any contractual effect on Lead Laundry & Catering (Pty) Ltd. In the event of any delay in delivery to the customer by Lead Laundry & Catering (Pty) Ltd and / or failure to effect delivery for any reason whatsoever other than a wilful breach by Lead Laundry & Catering (Pty) Ltd, then the customer shall not be entitled to cancel the contract, and shall have no claim for any loss or damages of whatsoever nature against Lead Laundry & Catering (Pty) Ltd as a result thereof.

SIZES, TOLERANCES, INSPECTION & SAMPLES: This quotation is made and based on the specifications provided either in writing or verbally by the customer (regardless of whether any samples are provided by the customer to Lead Laundry & Catering (Pty) Ltd). The dimensions for quoting and manufacturing are the mean specifications and are subject to the normal tolerances for variations



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 quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, 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 quote(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 quote.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- | | |
|---|---|
| 2.1. Full Name of bidder/representative..... | 2.4. Company Registration Number: |
| 2.2. Identity Number: | 2.5. Tax Reference Number: |
| 2.3. Position occupied in the Company (director, trustee, shareholder ²): | 2.6. VAT Registration Number: |

2.7. 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. [TICK APPLICABLE]

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

2.8.1. 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:.....

2.8.2. 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

2.8.2.1. If yes, did you attach proof of such authority to the quote document? YES NO

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

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

2.9. 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

2.9.1. If so, furnish particulars:.....

2.10. 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 quote? YES NO

2.10.1. If so, furnish particulars:.....

2.11. 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 quote? YES NO

2.11.1. If so, furnish particulars:.....

2.12. 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? YES NO

2.12.1. If so, furnish particulars:.....

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

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

4. DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Name of bidder Signature Position Date
-------------------------	--------------------	-------------------	---------------

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.

SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

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 institution is under no obligation to accept the lowest or any quote.
- 3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.3. The bidder must ensure the correctness & validity of quote:
- (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*
- 3.4. 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.
- 3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.
- 3.6. Offers must comply strictly with the specification.
- 3.7. Only offers that meet or are greater than the specification will be considered.
- 3.8. Late quotes will not be considered.
- 3.9. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.
- 3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.
- 3.12. 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.
- 3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

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. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation 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.

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. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

- (i) The institution has determined that a compulsory site meeting take place
- (ii) Date ____/____/____ Time ____:____ Place _____

Institution 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. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

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;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \text{ Where}$$

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (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 TERMS OF PARAGRAPHS 1.4 AND 4.1

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

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

7. SUB-CONTRACTING

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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 [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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 contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference number dated.....
indicated hereunder and/or further specified in the annexure(s).....for the supply of goods/works
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

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.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2