health
Department:
Health
PROVINCE OF KWAZULU-NATAL

Quotation Advert

Opening Date:	09/12/2022
Closing Date:	13/12/2022
Closing Time:	11:00

INSTITUTION DETAILS

Institution Name:	Harry Gwala District Office
Province:	
Department or Entity:	Department of Health
Division or section:	Central Supply Chain Management
Place where goods / services is required	Harry Gwala District Office
Date Submitted	08/12/2022

ITEM CATEGORY AND DETAILS

Quotation Number:	HGD35/2022-23
Item Category:	Goods
Item Description:	Supply and delivery of TB stationary. Sample will be given to awarded supplier.

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:	Not applicable
Date :	
Time:	
Venue:	

QUOTES CAN BE COLLECTED FROM:	
QUOTES SHOULD BE DELIVERED TO:	111 Main Street Ixopo/ HarryGwalaDO.scm@kznhealth.gov.za

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name:	Miss N.M Myoli
Email:	Nolusizo.myoli@kznhealth.gov.za
Contact Number:	039 834 8291/8290

Finance Manager Name: Miss NG. Phakathi

Finance Manager Signature:

No late quotes will be considered

STANDARD QUOTE DOCUMENTATION OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: HARRY GWALA HEALTH DISTRICT OFFICE

DATE ADVERTISED: 09/12/2022 CLOSING DATE: 13/12/2022 CLOSING TIME: 11:00

FACSIMILE NUMBER: NIL E-MAIL ADDRESS: HarryGwalaDO.scm@kznhealth.gov.za

PHYSICAL ADDRESS: 111 MAIN STREET, IXOPO, 3276

QUOTE NUMBER: ZNQ / HGD / 35 / 2022 - 23

DESCRIPTION: Supply and deliver of TB stationary

CONTRACT PERIOD: ONCE-OFF (*if applicable*) VALIDITY PERIOD 60 Days SARS PIN:.....

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. | M | A | A | A | | | | | | | |

UNIQUE REGISTRATION REFERENCE

								-				-				-				-										

DEPOSITED IN THE QUOTE BOX SITUATED AT *(STREET ADDRESS)*

111 MAIN STREET, IXOPO, 3276

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 CODE .....NUMBER.....

CELLPHONE NUMBER .....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER (If VAT vendor) .....

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

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

OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R30 000 QUOTE NUMBER: ZNQ/HGD / 35 / 2026 - 23

DESCRIPTION: Supply and deliver of TB stationary

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
01	500	Printing of ART drug dosing chart for children 2021				
02	65	TB treatment record: (blue card) GW 20/12				
03	65	GW 20/15: patient treatment card (green card)				
04	1000	A4 National Tuberculosis control programme drug-resista				
05	50	Drug resistant TB register				
06	600	TB identification register				
		Sample will be given to the awarded supplier				
		Detailed specification attached				
		PLEASE SUBMIT THE FOLLOWING DOCUMENTS:				
		1.Declaration of interest SBD4				
		2.Certificate of independent Bid Determination SBD9				
		3.Proof of registration on the central suppliers database				
		(CSD registration number and unique registration referer				
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., *1day, 1week*	

Enquiries regarding the quote may be directed to:

Contact Person: N.M Myoli Tel: 039 8348291

E-Mail Address: nolusizo.myoli@kznhealth.gov.za

Enquiries regarding technical information may be directed to:

Contact Person: Mr M Tshebi Tel: 039 834 8228

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 interest[1] 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 any person who is employed by the procuring institution? **YES/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 consortium[2] 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. 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. 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.

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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:

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

YES		NO	

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

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		NO	

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		
Any EME		
Any QSE		

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..... ....

KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Private Bag X 502,Ixopo,3276
Tel.: 039 834 8291 /, Fax.: 039 834 1332
Email.: nolusizo.myoli@kznhealth.gov.za
www.kznhealth.gov.za

SUPPLY CHAIN MANAGEMENT

Date : 22/11/2022
ZNQ Number: HGD35/2022-23

ITEM SPECIFICATION AND TERMS OF REFERENCE

ZNQ NUMBER	DESCRIPTION OF ITEM	DETAILED SPECIFICATION	QUANTITY REQUIRED
HGD35/2022-23	Printing of ART drug dosing chart for children 2021	**Printing of ART drug dosing chart for children 2021, printable in size A3. It must be laminated. must be printed back to back side and printed in colour.**	500
	TB treatment record: (blue card) GW 20/12	**specification attached**	65 packs
	GW 20/15: patient treatment card (green card)	**specification attached**	65 packs
	A4 National Tuberculosis control programme drug-resistant TB treatment record for adults	**specification attached**	1000
	Drug resistant TB register	**specification attached**	50
	TB identification register	**specification attached**	600

SPECIAL TERMS AND CONDITIONS

1. Only bidders that fully meet the specification shall be considered.
2. The institution is under no obligation to accept the lowest or any quote.

3. The quality of products must be SABS/SANS/CKS approved and a certificate of compliance must be submitted when required
4. The bidder must ensure the correctness and validity of the quote: the prices, rates & preference quoted cover all of the work and accept that any mistakes regarding with the price calculations will be at the bidder's risk.
5. If the information supplied is found to be incorrect or false then the KZN Department of Health ,in addition to any remedies it may have, may recover from the contractor all cost, losses and damages incurred by Department as a result of the award of the contract, and /or cancel the contract and claim any damages .
6. Defaulting suppliers in terms of delivering, will be dealt with and will be reported at Treasury
7. The evaluation criteria for the quotation above R30000 will be 80/20 for price and points, certified BBEEE certificates and original tax clearance.
8. Incomplete declaration of interest and quotation form will not be considered
9. Orders will be cancelled if the supplier fail to meet the set standards and lead time
10. ***NB Suppliers must submit the central suppliers data base copies for the easy reference***

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REPUBLIC OF SOUTH AFRICA

ANTIRETROVIRAL DRUG DOSING CHART FOR CHILDREN 2021

Compiled by Child and Adolescent Committee of SA HIV Clinicians Society in collaboration with the Department of Health

	Abacavir (ABC)		Lamivudine (3TC)	Abacavir + Lamivudine (ABC + 3TC)	Zidovudine (AZT)	Lopinavir/ritonavir (LPV/r)	Lopinavir/ritonavir when on rifampicin (and for 2 weeks after stopping rifampicin)		#Atazanavir (ATV) + Ritonavir (RTV)	Dolute-gravir (DTG)	Dolutegravir when on Rifampicin	Efavirenz (EFV)	
Target dose	8 mg/kg/dose **TWICE daily** **OR** **If ≥10kg:** 16 mg/kg/dose **ONCE daily**		4 mg/kg/dose **TWICE daily** **OR If ≥10kg:** 8 mg/kg/dose **ONCE daily**	As for individual medicines **ONCE daily**	180-240 mg/m²/dose **TWICE daily**	300/75 mg/m²/dose LPV/r **TWICE daily**	**LPV/r std dose + super-boosting with ritonavir (RTV)** powder TWICE daily (≥0.75xLPV dose bd)	**Double-dose LPV/r tabs ONLY if able to swallow whole LPV/r tabs TWICE daily**	By weight band **ONCE daily**	By weight band **ONCE daily**	By weight band **TWICE DAILY**	By weight band **ONCE daily**	Target dose
Available formulations	Sol. 20 mg/ml Tabs 60 mg (scored, dispersible), 300 mg (not scored), FDC: see column on Abacavir + Lamivudine		Sol. 10 mg/ml Tabs 150 mg (scored), FDC: see column on Abacavir + Lamivudine	Dispersible tablet FDC: ABC/3TC 120/60 mg Tablets FDC: ABC/3TC 600/300 mg	Sol. 10 mg/ml, Tabs 100, 300 mg (not scored), FDC: AZT/3TC 300/150 mg	Sol. 80/20 mg/ml Adult tabs 200/50 mg, Paed tabs 100/25 mg **TABLETS MUST BE SWALLOWED WHOLE** Pellets 40/10 mg per capsule **ONLY FOR USE IF NOT TOLERATING LPV/r SOLUTION CAPSULES ARE NOT RECOMMENDED < 6 MONTHS OF AGE CAPSULES MUST NOT BE SWALLOWED WHOLE**	Oral powder 100 mg/packet	Adult tabs 200/50 mg, Paed tabs 100/25 mg	ATV caps 150, 200 mg; RTV tabs 100 mg; FDC: ATV/RTV 300/100 mg **ATV CAPSULES, RTV TABLETS AND FDC TABLETS MUST BE SWALLOWED WHOLE**	Tabs 50mg, FDC: TLD 300/300/50 mg	Tabs 50 mg	Caps/tabs 50, 200, 600 mg; FDC: TEE 300/200/600 mg **TABLETS MUST BE SWALLOWED WHOLE**	Available formulations
Wt. (kg)	**Consult with a clinician experienced in paediatric ARV prescribing for neonates (<28 days of age) and infants weighing <3kg**												Wt. (kg)
3-3.9	2 ml bd		2 ml bd	1 x 120/60 mg tab od	6 ml bd	**CHOOSE ONLY ONE OPTION:** *1 ml bd **OR** 2 capsules bd	LPV/r std dose (see purple column) + oral ritonavir powder 100 mg (1 packet) bd	Do not use double-dose LPV/r tabs	Avoid ATV capsules when <15 kg or <6 years	Not currently recommended: dosing & formulations not available	Not currently recommended: dosing & formulations not available	Avoid using when <10 kg or <3 years	3-3.9
4-4.9													4-4.9
5-5.9	3 ml bd		3 ml bd			*1.5 ml bd **OR** 2 capsules bd							5-5.9
6-6.9				1.5 x 120/60 mg tabs od	9 ml bd								6-6.9
7-7.9	4 ml bd		4 ml bd			*1.5 ml bd **OR** 3 capsules bd							7-7.9
8-8.9					12 ml bd								8-8.9
9-9.9													9-9.9
10-10.9	Choose only one option 6 ml bd **OR** 2x60 mg tabs bd	Choose only one option 12 ml od **OR** 4x60 mg tabs od	Choose only one 6 ml bd	2 x 120/60mg tabs od	**OR** 1x100 mg tab bd	2 ml bd **OR** 4 capsules bd **OR** 2 x 100/25 mg **paed tabs** am + 1 x 100/25 mg **paed tab** pm		3x100/25 mg **paed tabs** bd				1x200 mg cap/tab nocte	10-10.
11-13.9			12 ml od										11-13.
14-14.9	8 ml bd **OR** 2.5x60 mg tabs bd	5x60 mg tabs od **OR** 1x300 mg tab od **OR** 15 ml od	½x150 mg tab bd **OR** 8 ml bd	2.5 x 120/60 mg tabs od	2x100 mg tabs am + 1x100 mg tab pm **OR** 15 ml bd	2.5 ml bd **OR** 5 capsules bd **OR** 2 x 100/25 mg **paed tabs** bd **OR** 1 x 200/50 mg **adult tab** bd	LPV/r std dose (see purple column) + oral ritonavir powder 200 mg (2 packets) bd	4x100/25 mg **paed tabs** bd **OR** 2x200/50 mg **adult tabs** bd				1x200 mg cap/tab + 2 x 50 mg caps/tabs nocte	14-14.
15-16.9													15-16.
17-19.9			1x150 mg tab od **OR** 15 ml od										17-19.
20-22.9	10 ml bd **OR** 3x60 mg tabs bd	1x300 mg tab + 1x60 mg tab	1x150 mg tab bd **OR** 15 ml bd	3 x 120/60 mg tabs od	2x100 mg tabs bd **OR** 20 ml bd	3 ml bd **OR** 6 capsules bd **OR** 2x100/25 mg **paed tabs** bd **OR** 1x200/50 mg **adult tab** bd			ATV 1x200 mg cap od + RTV 1x100 mg tab od	1x50 mg tab od	1x50 mg tab bd		20-22.
23-24.9		1x300 mg tab + 2x60 mg tabs od	2x150 mg tab od **OR** 30 ml od										23-24.
25-29.9	1x300 mg tab bd	2x300 mg tabs od	1x150 mg tab bd	1x600/300 mg tab od	1x300 mg tab bd **OR** 1xAZT/3TC 300/150 mg tab bd	3.5 ml bd **OR** 7 capsules bd **OR** 3x100/25 mg **paed tabs** bd **OR** [$]1x200/50 mg **adult tab** bd + 1x100/25 mg **paed tab** bd	LPV/r std dose (see purple column) + oral ritonavir powder 300 mg (3 packets) bd	6x100/25 mg **paed tabs** bd **OR** 3x200/50 mg **adult tabs** bd				2 x 200 mg caps/tabs nocte	25-29.
30-34.9			2x150 mg tabs od										30-34.
35-39.9						5 ml bd **OR** 10 capsules bd **OR** 4x100/25 mg **paed tabs** bd **OR** 2x200/50 mg **adult tabs** bd		8x100/25 mg **paed tabs** bd **OR** 4x200/50 mg **adult tabs** bd	1xATV/RTV 300/100mg FDC od **OR** ATV 2x150 mg caps od + RTV 1x100 mg tab od	1x50 mg tab od **OR** FDC: TLD if eligible od	1x50 mg tab bd **OR** FDC: TLD if eligible od + 50 mg 12 hours after TLD dose	1x600 mg tab nocte **OR** FDC: TEE if eligible od	35-39.
≥40													≥40

oid LPV/r solution in any full-term infant <14 days of age and any premature infant <42 weeks post conceptual age rected gestational age) or obtain expert advice.
ldren weighing 25-29.9 kg may also be dosed with LPV/r 200/50 mg adult tabs: 2 tabs am + 1 tab pm.
zanavir + ritonavir should not be used in children/adolescents on treatment with Rifampicin, obtain expert advice.

od = once a day; nocte = at night; bd = twice a day; am = in the morning; pm = in the evening; std = standard; FDC = fixed dose combination; TLD = tenofovir/lamivudine/dolutegravir; TEE = tenofovir/emtricitabine/efavirenz

Weight (kg)	3-5.9	6-13.9	14-24.9	≥25
Cotrimoxazole Dose	2.5 ml od	5 ml or ½ tab	10 ml or 1 tab	2 tabs od

ARV DOSING CHART FROM BIRTH TO 28 DAYS OF AGE*

Birth weight ≥2.5kg and gestational age ≥35 weeks*

	Lamivudine (3TC)		Zidovudine (AZT)		Nevirapine (NVP)	
Target dose	2 mg/kg/dose TWICE daily (BD)		4 mg/kg/dose TWICE daily (BD)		6 mg/kg/dose TWICE daily (BD)	
Available formulation	10mg/ml		10mg/ml		10mg/ml	
Weight (kg)	Dose in ml	Dose in mg	Dose in ml	Dose in mg	Dose in ml	Dose in mg
≥2.5 - <3	0.5 ml BD	5 mg BD	1 ml BD	10 mg BD	1.5 ml BD	15 mg BD
≥3 -<4	0.8 ml BD	8 mg BD	1.5 ml BD	15 mg BD	2 ml BD	20 mg BD
≥4 - <5	1 ml BD	10 mg BD	2 ml BD	20 mg BD	3 ml BD	30 mg BD

- Dosing is based on the birth weight of the child. It is not necessary to change the dose before 28 days of age if for example if the weight decreases in the first week or two of life.
- Caregivers administering ARV medication to the child must be supplied with a syringe (2 ml or 5 ml) for each of the 3 ARVs and shown how to prepare and administer the prescribed dose. If required, bottles and syringes should be colour coded with stickers and a sticker of the relevant colour used to mark the correct dose on the syringe.

*Refer to the protocol for initiation of ART in HIV-infected neonates in the NDOH 2019 ART Clinical Guidelines which includes guidance on ARV management after 28 days of age
*Consult with a clinician experienced in paediatric ARV prescribing or the National HIV & TB Health Care Worker Hotline for neonates with birth weight <2.5 kg or gestational age <35 weeks

PRACTICAL ADVICE ON ADMINISTRATION OF ARV DRUGS

ARV Drug	Formulations (as used in dosing chart)	Can tablets be split/crushed if unable to swallow?	Comment
Abacavir (ABC)	Oral solution: 20 mg/ml Tablets: 60 mg, 300 mg FDC tablet: ABC/3TC 120/60 mg; ABC/3TC 600/300 mg	Tablets: **YES** FDC 120/60 mg tablet is a dispersible tablet. May be split/crushed. Limited data on the 600/300 mg FDC, preferably swallow whole or use individual drugs.	Hypersensitivity reaction (fever, rash, GIT & respiratory symptoms) may occur during first 6 weeks of therapy, very uncommon in black African patients. Symptoms typically worsen in the hours immediately after the dose and after each subsequent dose. Caregivers or patients should discuss symptoms early with the clinician rather than stopping therapy. Stop ABC permanently if hypersensitivity reaction has occurred.
mivudine (3TC)	Oral solution: 10 mg/ml Tablets: 150 mg; FDC tablets: ABC/3TC 120/60 mg; ABC/3TC 600/300 mg, TLD 300/300/50 mg		Well tolerated, adverse-effects uncommon. Pure red cell aplasia causing anaemia can occur but is very rare.
dovudine (AZT)	Oral solution: 10 mg/ml Tablets: 100 mg, 300 mg Capsules: 100 mg FDC tablet: AZT/3TC 300/150 mg	Tablets & FDC: **YES** Capsules: **YES.** Open and add to a small amount of soft food/liquid and ingest immediately.	Avoid or use with caution in neonates or children with anaemia (Hb <8 g/dl) due to potential to cause bone marrow suppression.
enofovir (TDF)	Tablets: 300 mg FDC tablets: TDF/FTC 300/200 mg, TEE 300/200/600 mg, TDF/3TC/EFV 300/300/600 mg, TLD 300/300/50 mg	Data is lacking: preferably swallow whole or use individual drugs.	TDF may be prescribed for adolescents ≥10 years of age AND ≥35 kg body weight after ensuring adequate renal function by checking eGFR/ creatinine using the appropriate formula (refer to 2019 ART Clinical Guidelines). TDF is usually prescribed as part of an FDC tablet: TDF/FTC, TDF/FTC/EFV, TDF/3TC/EFV or TDF/3TC/DTG. To assess for TDF-induced nephrotoxicity, do creatinine and eGFR at months 3, 6 and 12 and thereafter repeat every 12 months.
opinavir/ itonavir (LPV/r)	Oral solution: 80/20 mg/ml Capsules: Pellets 40/10 mg per capsule Tablets: 200/50 mg, 100/25 mg	Tablets: **NO** **Must be swallowed whole and not divided, crushed or chewed.**	Oral solution should be refrigerated/stored at room temperature (if <25°C) for up to 6 weeks. Preferably administer oral solution with food as increases absorption. Strategies to improve tolerance and palatability of oral solution: coat mouth with peanut butter, dull taste buds with ice follow dose with sweet foods. Many drug-drug interactions.# **Capsules should be opened**, and contents (pellets) should be poured over soft food and fed to child. Don't chew or try and dissolve pellets as they will develop a bad taste. **Capsules should never be swallowed whole.** Throw capsule casing away after the pellets have been emptied from it.
itonavir (RTV)	Oral powder: 100 mg/packet Tablets: 100 mg		Each 100 mg packet of RTV powder should be mixed with a small amount of water or soft food and immediately ingested. Many drug-drug interactions.#
tazanavir (ATV)	Capsules: 150 mg, 200 mg FDC tablets: ATV/RTV 300/100 mg	Capsules and FDC tablets: **NO** **Must be swallowed whole and not divided, crushed or chewed.**	ATV is used in combination with RTV. May cause unconjugated hyperbilirubinaemia resulting in jaundice but this does not indicate hepatic toxicity and not a reason to discontinue the drug unless it is worrying the patient. Consider drug-drug interactions.#
lutegravir (DTG)	Tablets: 50 mg FDC tablets: TLD 300/300/50 mg	Tablet: **YES** Data on crushing FDC tablet is lacking: swallow whole or use individual drugs.	Iron supplements decrease DTG concentrations if taken together on an empty stomach. To prevent this, DTG and iron supplements can be taken at the same time if taken with food. May be helpful to administer as a morning dose rather than an evening dose if insomnia occurs with evening dosing. May raise creatinine levels by up to 15% without affecting renal function. Consider drug-drug interactions.#
favirenz (EFV)	Capsules: 50 mg, 200 mg Tablets: 50 mg, 200 mg, 600 mg FDC tablets: TEE 300/200/600 mg	Tablets: **NO** **Must be swallowed whole and not divided, crushed or chewed.** Capsules: **YES.** Open and add to small amount of soft food and ingest immediately.	Best given at bedtime to reduce CNS side-effects, especially during first 2 weeks. Consider drug-drug interactions.#

= fixed dose combination; eGFR = estimated glomerular filtration rate; GIT = gastrointestinal tract; TEE = Tenofovir/Emtricitabine/Efavirenz; TLD = Tenofovir/Lamivudine/Dolutegravir; #EML-Antiretroviral interactions table (http://www.mic.uct.ac.za) OR www.hiv-*druginteractions.org/*
cker OR the Liverpool HIV iChart application for smart phones, or any of the helplines: **National HIV and TB Health Care Worker Hotline:** 0800 212 506 or **Right to Care Paediatric and Adolescent HIV Helpline:** 082 352 6642 and **KZN Paediatric Hotline:** 0800 006 603

NEED HELP?
Contact the TOLL-FREE National HIV & TB Health Care Worker Hotline at 0800 212 506 / 021 406 6782
Alternatively "whatsapp" or send an SMS or "Please Call Me" to 071 840 1572

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DR-TB STATIONERY SPECIFICATIONS

A4 NATIONAL TUBERCULOSIS CONTROL PROGRAMME DRUG-RESISTANT TB TREATMENT RECORD FOR ADULTS	
COVER	Printed black both sides 160 GSM tokai board yellow
TEXT	80 GSM bond white Printed black throughout 36 pages Saddle stitched

DRUG RESISTANT TB REGISTER	
COVER	Printed full colour both sides 350 GSM magno matt Matt laminated both sides
TEXT	80 GSM bond white Printed black throughout 28 pages Size: 594mm x 210 mm Score and fold to 297mm x 210mm Saddle stitched

1. TB TREATMENT RECORD: (BLUE CARD) GW 20/12:

Pages	4 pages
Size	A3 297 X 420 mm
Paper	Litho Board Blue 200gsm - outside cover Bond White 80gsm - inside
Printing	Inside papers both side in black print on white paper Front and back cover: Printed both sides in one colour
Binding	Scored once vertically and side stitch.
Packaging	Packed in 200's

2. GW 20/15: PATIENTS TREATMENT CARD (GREEN CARD)

Pages:	2 pages
Size:	A5 148 X 210 mm
Paper:	Litho Board Green, 200 gsm
Print:	Printed both sides in one colour (black)
Binding:	Scored once vertically
Packaging:	Packed in 200's Wrapped in parcels

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Department:
Health
REPUBLIC OF SOUTH AFRICA

Private Bag X828, PRETORIA, 0001. 7th Floor, Office 701, Civitas, Cnr. Thabo Sehume & Struben Street, PRETORIA, 0001.
Tel: +27(0)12 395 8817, Mobile: +27(0)79 873 7613

Enquiries: SS Dlamini

Our Refence: RIMES_SPECS_01/2020

Dear Colleagues,

RE: Specification For The TB Identification Register, 2020 Version

The specifications for printing 2020 Version of the TB Identification Register are as follows:

- Cover: 300 GSM magno matt + matt laminated one side only; and
- Inner leaves: 80 GSM bond white

20 PAGES PRINTED BACK TO BACK.

Printers will know what these specifications entail. I also need to touch on the point of the number of pages and issues around biding. Looking at the sample, the printers will need to ensure that copies are strong and cannot come apart. They need to provide that assurance.

Sincerely

S.S. Dlamini
Director: Research, Information, Monitoring,
Evaluation and Surveillance (RIMES)
Date: 13/10/2020

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

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.

with any person who is employed by the procuring institution? **YES/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.

3.4 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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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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.

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.

3.6 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.

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

SECTION M

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] 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 consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder