



Reg. No. 1991/005477/06

RFQ No: 23/24/81/BN/KZN/SUPPLY AND DELIVERY OF LIGHT BULBS

Advert /Publish Date	29 February 2024	
Closing Date	06 March 2024	
Closing Time	11h00am	ATT: DIANE SCHAMREL

BIDDER'S FULL LEGAL NAME OF SUPPLIER

SAPO Vendor No:	
National Treasury CSD No:	

SCHEDULE OF BID DOCUMENTS

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1. EVALUATION CRITERIA

The evaluation of the bidders will be done as follows:

Phase 1: Gatekeeping Criteria

Phase 2: Bid Conditions

Phase 3: Commercial - Price (80) and Preferential Point (20)

2. PHASE 1 GATEKEEPING CRITERIA

Bidders must submit the following mandatory documents and complete all forms and questionnaires contained in this RFQ. **Failure to comply will result in the disqualification of bid.**

- 1.1 Bidders must complete a Pricing Schedule (Bill of Quantities) in full and in the format provided by SAPO in this bid document.

3. PHASE 2 BID CONDITIONS

3.1 SPECIFIC GOALS

- 3.1.1 The specific goal that this project seeks to achieve is the empowerment and development of EMEs that are 51% black owned or more.
- 3.1.2 Bidders will be required to submit the below proof indicating that they are EMEs that are 51% black owned or more
- BBBEE Certificate
 - Or Sworn Affidavit

3.2 COMPLIANCE DOCUMENTS

Bidders must submit the below documents for compliance purposes.

- 3.2.1 The bidder(s) must be registered on National Treasury Central Supplier Database (CSD). Bidders must submit proof that they are registered on CSD (CSD Report)

3.2.2 **Tax compliance requirements.**

SAPO will not do business with a supplier who is not tax compliant.

The tax compliance requirements as follows:

- Bidders shall submit their unique personal identification number (pin) issued by SARS to enable the verification of the bidder's tax status.
- In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate proof of PIN / CSD number.

- 3.2.3 Bidders must complete and submit SBD4 (Declaration of Interest)

Note: SAPO shall disqualify bidders that are in the National Treasury list of restricted.

4. PHASE 3: COMMERCIAL (PRICE (80) AND SPECIFIC GOALS (20))

Criteria	Weight	Sub-criteria
Total Price	80/100	Benchmark against lowest quote
Contribution to specific Goals	20/100	Points will be awarded to bidders according to their specific goals as indicated in the specific goal table below:
Specific Goal		Scores
Bidding Company is an EME with a 51% Black ownership or more		20
Bidding Company is not an EME with a 51% Black ownership or more		0

Note: Tenderers who do not submit specific goal requirement will not be disqualified from the tendering process. They will not score any points for the specific goals but zero (0) points will be scored.

SECTION 1: Section to be completed by Bidder

Bidder Name:		
Bidder contact name:		
Bidder contact details:	Telephone no:	
	Cellphone no:	
	E-mail address:	

SECTION 2: Section to be completed by SCM Representative

Delivery address:	290 DR PIXELY KA SEME STREET, DURBAN ATT: SIHLE MKHIZE	
Submission of this Tender:	95 MASABALALA YENGWA AVE, STAMFORD HILL	
ENQUIRIES:	Procurement Specialist	BONGIE NGCOBO
	Office telephone no:	(031) 336 3731
	e-mail address:	Bongj.ngcobo@postoffice.co.za

SPECIFICATIONS AND REQUIREMENTS

REQUEST FOR QUOTATION [RFQ] NUMBER:	RFQ No. 23/24/81/BN
NAME OF BIDDER:	

1. BACKGROUND

South African Post Office needs to procure light bulbs for Durmail, Durmain and PMB Hub so as to mitigate any operational risks for SA Post Office.

2. OBJECTIVES

To appoint a service provider for the supply and delivery of light bulbs to SA Post Office, Durmail, Durmain and PMB Hub as a once-off.

3. DESCRIPTION OF SERVICE

See attached **Specification**

4. POINTS OF DELIVERY OF SERVICES

290 Dr Pixely Ka Seme Steet, Durban

THE RFQ EVALUATION REQUIREMENTS

REQUEST FOR QUOTATION [RFQ] NUMBER:	RFQ No. 23/24/81 BN
NAME OF BIDDER:	

Price Evaluation

The RFQ will be evaluated on the 80/20 preference point system

The following formula will be used to calculate the points for price in respect of Bids/Procurement with a Rand value up to a Rand value of R 5 000 000.00 [inc. VAT]

Formula:

$$PS = 80 \left\{ \frac{1 + Pt - Pmax}{Pmax} \right\}$$

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration;

and Pmax = Price of highest acceptable tender

SCOPE OF SUPPLY AND SPECIFIC INSTRUCTIONS

REQUEST FOR QUOTATION [RFQ] NUMBER:	RFQ No. 23/24/81 BN
NAME OF BIDDER:	

1. DESCRIPTION OF SERVICE

To provide goods or services as indicated in the Scope of Work [Specification].

2. POINT OF DELIVERY OF SERVICE

3. PRICE BASIS

- 3.1 Bidders shall take into account that the South African Post Office Limited's total requirements may not be allocated to only one Bidder.
- 3.2 Bidders are required to complete the Pricing Schedule (Bills of Quantity) for all quotations. Failure to complete the Price Schedule will disqualify the bid. The bid price shall be fixed. It must include all escalations including VAT.
- 3.3 Bidders shall quote prices in South African Rand and Value Added Tax shall be included .
- 3.4 Bidders shall quote on the basis indicated in the Pricing Schedule (Bills of Quantity)
- 3.5 South African Post Office requires an all inclusive and fully transparent cost structure.
- 3.6 Pricing of goods and services must be linked to the Specification.
- 3.7 Where figures are referred to in numerical and in words and there is a conflict between the two, **the words will prevail**.
- 3.8 Unless otherwise amended by South African Post Office in writing, the quoted price shall be stated in South African currency and it shall be fixed for a period of one hundred and twenty [120] days from the closing date of this Tender. **No request for adjustments will be accepted**.
- 3.09 The successful Bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the currency of the relationship.
- 3.10 Bidders must warrant to the South African Post Office and indicate that the pricing quoted is free of any errors or omissions and that the Bidder is able to deliver the contract on the prices quoted.
- 3.11 Bidders shall indicate whether they offer any discount.

4. PAYMENT

- 4.1 The South African Post Office shall pay the amount selected on the Tax Invoice once South African Post Office has verified that the services set out in the schedule have been rendered and the Tax Invoice amount has been approved by a South African Post Office Official.
- 4.2 Payment will be made against an Original Tax Invoice and appropriate proof of delivery documentation.
- 4.3 Supplier shall comply with the requirements of the VAT Act.
- 4.4 Failure to comply with clause 4.3 may result in late payments of the total amount of the Tax Invoice by South African Post Office to the Supplier. South African Post Office shall not be liable for any cost incurred by the Suppliers as a result of such late payment.

5. PROPOSAL DOCUMENTS

- 5.1 Bidders responding to the tender are deemed to do so, on the basis that they acknowledge and accept all Terms and Conditions of this tender.
- 5.2 The tender documents shall be submitted by **06 March 2024 at 11h00** am. It is the Bidder's sole responsibility to ensure that the quotation has been received by the closing date and time.
- 5.3 All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.

6. CONSULTATION PRIOR TO SUBMISSION OF A PROPOSAL

Bidders shall consult, in writing, with the undersigned South African Post Office Official should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained to this bid. South African Post Office undertakes to provide clarification in writing to all Bidders. [provided that the request is received prior to the closing date and time for clarifications]

Official	Location	Contract details
SIHLE MKHIZE WORKS INSPECTOR	SOUTH AFRICAN POST OFFICE 290 DR PIXLEY KA SEME ST. DURBAN	(031) 336 3356 Sihle.mkhize@postoffice.co.za

7. CLARIFICATION

- 7.1 Bidders are encouraged to submit clarification questions [where applicable] in writing to the South African Post Office Official mentioned above not later than **04 March 2024 at 11h00 am**. No further questions will be entertained after this period.
- 7.2 South African Post Office will respond in writing to queries and distribute to all invited Bidders.
- 7.3 Oral communication or instruction by South African Post Office or its Representatives shall have no standing in this Tender, unless and **until they have been confirmed in writing**.
- 7.4 South African Post Office accepts no responsibility for the failure or any Bidder not receiving notifications or correspondence relating to this Tender.

8. VALIDITY PERIOD OF PROPOSAL

The period during which the South African Post Office shall have the right to accept a proposal without any right of withdrawal on the part of the Bidder shall be one hundred and twenty [120] days from the date on which proposals are due. After such period a Bidder may withdraw his/her proposal if he/she has not been notified or its acceptance. **No adjustment will be accepted during validity period.**

9. COST OF THE BID

Each Bidder shall bear all costs [of whatsoever nature] associated with the preparation of submission of the Tender and of negotiating with South African Post Office regarding a possible contract/Agreement and any other costs and expenses incurred by the Bidders in connection with or arising out of the competitive Procurement process.

10. CONDITIONS OF BID

- 10.1 The South African Post Office reserves the right to reject and/or disqualify any proposal;
 - 10.1.1 Received without all the data and information requested.
 - 10.1.2 That fails to comply with the specification.
 - 10.1.3 That contains any information that is found to be incorrect or misleading in any way. Such non-bids shall be rejected without further evaluation, provided that the South African Post Office believes, in its own discretion, that the non-compliance is minor, then South African Post Office may continue with the evaluation, or seek clarification thereof or reject the bid.
- 10.2 South African Post Office reserves the right:
 - 10.2.1 Not to award or cancel this tender at any time and shall not be bound to accept the lowest/any bid.
 - 10.2.2 To negotiate with one or more Bidders, regarding any terms and conditions, including price.
 - 10.2.3 To accept part of a bid rather than the whole bid.
 - 10.2.4 To benchmark prices of items that are contracted and should these items be available at a price higher than the contracted price, South African Post Office will request the current Bidder to reduce their price to be failing which; these will be purchases out of contract.
 - 10.2.5 To split the award of this bid between two or more Bidders.
 - 10.2.6 To cancel and/or terminate the bid process at any stage, including after the Closing date and/or after presentations have been made, and/or after bids have been evaluated and/or evaluated and/of after the Preferred Bidder and Reserved Bidders have been notified of their status notified of their status as such.
 - 10.2.7 To carry out site inspections, project evaluations or explanatory meetings in order to verify the nature and quality of the services quotes for. Whether before or after adjudication of the bid.
 - 10.2.8 To award the contract to a Bidder whose bid was not the lowest in price.
 - 10.2.9 To award the bid to a Bidder who is not highest scoring Bidder.
 - 10.2.10 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.
 - 10.2.12 No attempt may be made, whether directly or indirectly, to canvas any member of South African Post Office staff before the award of the contract. Any enquiry must be referred, in writing, to a specified person.
 - 10.2.13 A person awarded a contract may only enter into a sub-contracting arrangement with the approval of SAPO.

A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

NOTE: If you have not been contacted after **120 days** of the closing date of this tender, please accept the your quotation was unsuccessful – please refer to the E-portal.

11. SAMPLES [WHERE APPLICABLE]

SOUTH African Post Office shall not pay for samples provided and damages/destroyed samples as a result of destruction testing.

12. WARRANTY [WHERE APPLICABLE]

The warranty or maintenance of products/goods/services shall be for a period not less than twelve [12] months.

SIGNATURE	
NAME OF DELEGATED SIGNATORY [PRINT]	
[print]	In his/her capacity of
DESIGNATION OF SIGNATORY	
[print]	Who warrants his/her authority to sign on behalf of
NAME OF BIDDER [COMPANY]	
DATE	

THE SOUTH AFRICAN POST OFFICE'S CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

REQUEST FOR QUOTATION [RFQ] NUMBER:	RFQ No. 23/24/81 BN
NAME OF BIDDER:	

1. DEFINITION

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Confidentiality Agreement, bear the meanings ascribed to them;

- 1.1 **"Bidder"** Shall mean any person who attends the briefing sessions and/or any entity which representee at the briefing session whose details and signature are set out in the attendance register;
- 1.2 **"Confidentiality Agreement"** Shall mean this confidentiality Agreement; and
- 1.3 **"Post Office"** Shall mean the South African Post Office, a public company with limited liability duly incorporated in accordance with company laws of the Republic of South African with Reg no: 1991/005477/06.

2. INTRODUCTION

- 2.1 The Bidder has attended a briefing session which is hosted by the South African Post Office, at which the South African Post Office shall provide information to Bidders who wish to enter into discussions with the South African Post Office concerning a number of issues pertaining to the possible provision of services by the Bidder to the South African Post Office, which discussions may or may not result in the South African Post Office and the Bidder entering into an agreement, arrangements, discussions or alliances.
- 2.2 During the briefing session and in negotiating the business relations, the South African Post Office shall disclose confidential information relating to its business to the Bidder.
- 2.3 The Bidder agrees to be bound by the terms and to be subject to the conditions of this Confidentiality Agreement.

3. CONFIDENTIAL INFORMATION

Confidential information in respect of this Confidentiality Agreement shall include, not not be limited to, all, oral, written, printed, photographic and recorded information of all types that is:

- 3.1 Confidential or secret information relating to the commercial and financial activities of the South African Post Office, which would include legal, financial, contractual or commercial arrangements between South African Post Office group of companies, customers and/or parties;
- 3.2 Confidential information and details concerning current or prospective customers, suppliers, commercial associates and other parties with whom South African Post Office enjoys a commercial relationship.
- 3.3 Proposed, impending or actual commercial transactions, arrangements, ventures, agreements or opportunities which are of a confidential or secret nature.
- 3.4 Trade secrets, operating procedures, quality control procedures, approximate operations personnel to the business and any other existing intellectual property right or any intellectual property created as a result of the provision of service;
- 3.5 Confidential or privileged information concerning disputes, claims, litigation or similar actions in which any part is or may become involved; and
- 3.6 Any other information surrounding the nature of the discussions giving rise to this Confidentiality Agreement.

4. EXCLUDED INFORMATION

There will be no obligation of confidentiality or restriction on the use of information where:

- 4.1 The information is publicly available, or becomes publicly available otherwise than by action of the Bidder; or
- 4.2 The information was already known to the Bidder [as evidenced by its written records] prior to its receipt under this or any previous confidentiality Agreement between the parties or their affiliates; or
- 4.3 The information was received from another party not in breach of an obligation of confidentiality.

5. NON-DISCLOSURE

- 5.1 The Bidder acknowledges that the Confidential Information is a valuable and unique asset proprietary to the South African Post Office Limited.

- 5.2 The Bidder agrees that it shall not disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the South African Post Office Limited.
- 5.3 The Bidder may disclose the Confidential Information only to its Directors and other Officers, Employees and Professional Advisors Agents and Consultants only on a strictly need-to-know- basis and on the terms and provided for in this Confidentiality Agreement.
- 5.4 The Bidder undertakes not to use the Confidential Information for any purpose other than;
- 5.4.1 That for which it is disclosed; and
- 5.4.2 In accordance with the provisions of this Confidentiality Agreement
- 5.5 The Bidder undertakes to ensure that their employees will observe and comply with their obligations in respect thereof, whether or not they remain employees of the Bidder.
- 5.6 The Bidder, agrees that it shall only, where necessary, disclose the Confidential Information to its professional advisors, agents and consultants, provided that such professional advisors, agents and consultants sign a similar undertaking and that they are aware of the confidential nature of the information being made available to them.
- 5.7 The Bidder shall take all steps necessary to procure that such professional advisers, agents and consultants agree to abide by the terms of this Confidentiality Agreement to prevent the unauthorized disclosure of the Confidential Information to a third party.

6. OWNERSHIP

- 6.1 All Confidential Information disclosed by the South African Post Office Limited to the Bidder is acknowledged by the Bidder to be proprietary to the South African Post Office Limited who shall retain all right, title and interest in and to that information .
- 6.2 The possession of the Confidential Information by the Bidder does not confer any rights of whatever nature in such Confidential Information to the Bidder.
- 6.3 No provision in this Confidentiality Agreement shall be interpreted to confer any right of license under any trademark, patent or copyright, or any application for such a trademark, patent or copyright which may be pending now or in the future to the Bidder.

7. STANDARD OF CARE

The Bidder agrees that it shall protect the Confidential Information disclosed pursuant to the provisions of this Confidentiality Agreement using the same standard or care that it applies to its own proprietary, secret or Confidential Information, but in any event not less than a reasonable standard of care, and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorized disclosure thereof.

8. RETURN OF CONFIDENTIAL INFORMATION

- 8.1 South African Post Office Limited may at anytime request the return of the Confidential Information disclosed to the Bidder. Upon the return of the Confidential Information, the Bidder shall submit a written statement to South African Post Office Limited confirming that the Bidder has not retained in its possession or under its control, either directly or indirectly, any Confidential Information.
- 8.2 Alternatively to the return of the material contemplated in clause 8.1 above the Bidder shall, at the request of South African Post Office Limited, destroy the Confidential Information and furnish South African Post Office Limited with a written statement to the effect that all Confidential Information in the possession or under the control of the Bidder has been destroyed.
- 8.3 The Bidder shall comply with the request in terms of this clause 8 with forty-eight [48] hours of receipt of such a request.

9. BREACH

- 9.1 Any breach of any obligation or undertaking by the Bidder will constitute a material breach of this Confidentiality Agreement.
- 9.2 The Bidder shall be liable to pay South African Post Office Limited all costs incurred in the protection of its interest in terms of this Confidentiality Agreement on an Attorney and own client scale.
- 9.3 The Bidder acknowledges that South African Post Office Limited shall be entitled to apply to court for an interdict or other appropriate relief against the Bidder, should South African Post Office Limited have any reasonable basis to believe that the Bidder is or may be in breach of this Confidentiality Agreement and thus endangering the proprietary interests of South African Post Office Limited.

10. DURATION

The obligations undertaken by the Bidder in terms of this Confidentiality Agreement shall endure notwithstanding the termination of this Confidentiality Agreement or notwithstanding that either party decides at any time, whether before or after the commencement of this Confidentiality Agreement, not to parties pursuant to those discussions is terminated for any reason whatsoever.

11. GENERAL

- 11.1 This Confidentiality Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied terms, representation, warranty, promise or the like not recorded herein.
- 11.2 No additional to, variation of, or agreed cancellation of this Confidentiality Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 11.3 No relaxation or indulgence which South African Post Office Limited may grant to the Bidder shall constitute a waiver of the rights of South African Post Office Limited and shall not preclude South African Post Office Limited from exercising any rights which may have arisen in the past or which might arise in future.
- 11.4 The Bidder agrees and confirms by their signature to the tender documents that any present and/or previous discussions or correspondence shall, for purposes of this Confidentiality Agreement, be considered to be Confidential Information.
- 11.5 An approval or consent given by a party under this Confidentiality Agreement shall only be valid if in writing and shall not relieve the other party of responsibility for complying with the requirements of this Confidentiality Agreement nor shall it be construed as a waiver of any rights under this Confidentiality Agreement except as and to the extent otherwise expressly provided in such approval of consent, or elsewhere in this Confidentiality Agreement.

SIGNATURE	
NAME OF DELEGATED SIGNATORY [PRINT]	
[print]	In his/her capacity of
DESIGNATION OF SIGNATORY	
[print]	Who warrants his/her authority to sign on behalf of
NAME OF BIDDER [COMPANY]	
DATE	

STATEMENT OF WORK SUCCESSFULLY COMPLETED BY THE BIDDER

REQUEST FOR QUOTATION [RFQ] NUMBER: RFQ No. 23/24/81 BN

NAME OF BIDDER:

Bidders must insert in the space provided below, and submit with their bids the following statement showing the work, which they have successfully carried out.

Absence of this statement may prejudice the bid as being submitted by an inexperienced Contractor.

FOR WHOM	NATURE OF WORK	VALUE	FROM	UNTIL

NB: Statement of work succesfully completed MUST correspond with reference letters

NB:Sapo reserves the right to conduct due didligence on the above

SIGNATURE		
NAME OF DELEGATED SIGNATORY [PRINT]		
[print]		In his/her capacity of
DESIGNATION OF SIGNATORY		
[print]		Who warrants his/her authority to sign on behalf of
NAME OF BIDDER [COMPANY]		
DATE		

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

REQUEST FOR QUOTATION [RFQ] NUMBER:	RFQ No. 23/24/81 BN
NAME OF BIDDER:	

1. The bid of any Bidder may be disregarded if the Bidder or any of its Directors have – abused the institution’s SCM system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid:

	QUESTIONS	ANSWER: YES/NO	IF, YES, STATE PARTICULARS
2.1	Is the Bidder or any of its Directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the Public Sector? [Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>Audi alteram partem</i> rule was applied.]		
2.2	Is the Bidder or any of its Directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act [No 12 of 2004]? [To access this register enter the National Treasury’s website: www.treasure.gov.za click on the icon “Register for Tender Defaulters”]		
2.3	Was the Bidder or Directors convicted by a Court of Law [including Court outside of the Republic of South Africa] for fraud during the past five [5] years?		
2.4	Was any contract between the Bidder & any organ of the State terminated during the past five years on account of failure to perform on/or comply with the contract?		

3. Non-disclosure shall constitute a serious offence and shall entitle the South African Post Office to take the necessary legal action, which may include applying for an interdict and/or claiming for damages, to enforce this Agreement.
4. The Bidder acknowledge that the stipulations of this Agreement is fair and that all costs incurred by the South African Post Office to enforce this contract or to curb any breach or to claim damages resulting from a breach by the Bidder shall be payable by the Bidder should he/she be proven guilty.

DECLARATION

I, the undersigned [FULL NAMES] _____

Certify that the information furnished in paragraph 2.1 to 2.4 above is correct. I accept that, in addition to cancellation contract, action may be taken against me should this declaration prove to be false.

SIGNATURE	:	
NAME OF DELEGATED SIGNATORY	:	
[PRINT IN FULL]		In his/her capacity of
DESIGNATION OF SIGNATORY	:	
[PRINT IN FULL]		Who warrants his/her authority to sign on behalf of
NAME OF BIDDER [COMPANY]	:	
DATE	:	

BIDDER'S DISCLOSURE – SBD4

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

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.

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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 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.

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.

- 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 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