

# REQUEST FOR QUOTATION

## FOR THE ESTABLISHMENT AND MANAGEMENT OF THE EWSETA WHISTLE- BLOWING HOTLINE SERVICES



RFQ Number	EWSETA/RFQ/96/2019
RFQ Scope	PROVISION FOR THE ESTABLISHMENT AND MANAGEMENT OF THE EWSETA WHISTLE- BLOWING HOTLINE SERVICES
Issue Date	WEDNESDAY 18 MARCH 2020
SITE MEETING	N/A
Closing Date for submission of bids	THURSDAY 26 MARCH 2020 @13:00hours
Inquiries (all inquiries should be in writing)	<a href="mailto:scmadmin@eseta.org.za">scmadmin@eseta.org.za</a>

EWSETA requests your quotation on the goods and/or services listed hereunder and /or on the available RFQ forms. Please furnish all information as requested and return your quotation on the date stipulated. Late and incomplete submissions will invalidate the quotation submitted.

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## **1. Background information**

The EWSETA is a statutory body established through the Skills Development Act of 1998 to facilitate skills development for Energy and Water stakeholders, through providing integrated, value-added education and training services.

## **2. Objective**

The current whistleblowing hotline contract will expire on 31 March 2020 and the EWSETA is required to source an independent, confidential whistleblowing hotline service to enable internal and external stakeholders to report any workplace dishonesty, unethical conduct, and fraud.

The purpose of the hotline is to:

- To provide a platform and mechanism for all employees and other stakeholders to report any dishonesty, unethical conduct and fraud relating to EWSETA;
- To raise the level of awareness that the EWSETA is serious about fraud prevention;
- To detect incidents of fraud through encouraging whistle-blowers to report incidents which they witness and;
- To assist the EWSETA in managing the requirements of the Protected Disclosures Act by creating a channel through which whistle-blowers can report irregularities which they witness or which come to their attention without fear of victimisation.

## **3. Scope of Work**

We hereby invite quotations from the service providers who have the capability and capacity to establish and manage the whistle-blowing hotline on behalf of EWSETA from 01 April 2020 to 31 March 2023. The scope of the establishment and management of the whistle-blowing hotline should include, but not limited to the following:

- Multiple platforms to report any unlawful activities, unethical and inappropriate conduct in the workplace;
- The platforms should at a minimum include telephone, email and web-based reporting;
- Provision of a live independent, confidential whistleblowing hotline service operating 24-hours a day, 7 days per week and 365 days a year;
- Submission of reports and statistics to authorised reporting structure on a predetermined basis or on demand;
- Guaranteed anonymity, absolute security of information;
- The service should be available in multiple languages. Accreditation by the Ethics Institute of South Africa;
- Compliant with legislation relevant to South Africa on whistle-blowing management (e.g. whistle-blower protection, as well as personal and data privacy, etc.);
- Provision of support with your broader ethics programme and fraud prevention plans and;
- Assist the organization in creating awareness through training and posters and materials.

#### 4. Notes to Bidders

Outlined below are basic requirements that each quotation must comply with. Failure of any bid to meet any or all of these requirements may disqualify such a bid from the evaluation process:

- The service provider must be flexible in terms of meeting arrangements.
- The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- Bids received late shall not be considered under any circumstances. A bid will be considered late if it arrives after 13:00 hours on/after the closing date.
- EWSETA does not bind itself into making an appointment from proposals and offers received. EWSETA reserves the right, at its sole discretion, to cancel this request for proposals, presentations and price or not to make any appointment at all.
- The successful bidder must be able to meet the terms and conditions contained in the service provider agreement to be concluded, and in particular the implementation deadlines;
- The successful applicant must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded;
- The successful applicant will be appointed effective from the date of signing the service level agreement.
- The EWSETA shall not be obliged to accept the lowest of any quotation, offer or proposal due to the nature of this project.
- The successful applicant will be informed of the outcome. A contract will only be deemed to be concluded when reduced to writing and signed by the designated responsible person of both parties (duly authorised). The designated responsible person of the EWSETA is the Chief Executive Officer or his/her written authorised delegate.
- **Bidders should submit the total project amount.**

#### 5. Evaluation Criteria

##### **Pre-Qualification Criteria (Submission of Compulsory Documents):**

**Prospective service providers must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.**

- 5.1. Prospective service providers are required to provide proof of registration with the Central Supplier Database by submitting the CSD report. In case of a Joint Venture, each party must provide proof of registration with CSD and their tax compliance status will be verified through the CSD.
- 5.2 Completed and signed Standard Bidding Documents attached to the bid. In case of a Joint Venture, a written agreement between the parties which must clearly set out the roles and responsibilities of each member.
- 5.3 In the case of a Joint Venture submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.
- 5.4 A prospective service provider must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is therefore a condition of this bid that the tax matters of the bidder be in order at the time of award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.

## Non-compulsory documents

5.5 Certified copy of B-BBEE Certificate. A Joint Venture will qualify for the B-BBEE status level as a legal entity, provided that the legal entity submits their B-BBEE status level certificate. Failure on the part of the bidder to comply with the above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

## 5.2 Stage 2 - Technical/Functionality Stage

Only bidders that have met the pre-qualification criteria will be evaluated for functional evaluation. An assessment of Functionality will be based on the evaluation criteria noted in the table below. Each of the evaluation criteria in the table will carry a weighting as indicated,

Bidders will be evaluated out of **100** points and are required to achieve minimum threshold of **75** points in order to proceed to the final stage of evaluation.

CRITERIA	GUIDE ON THE ALLOCATION OF POINTS	MAXIMUM POINTS TO BE AWARDED
<p>1. The Bidder must demonstrate that they have the capacity to render the required service. The Bidder must provide references from the customers or related institutions where the <b>similar service</b> was rendered of the previously serviced client and should reflect at least name of the client, description of the relevant service rendered, year completed, contactable reference name and contact details and, whether the quality of work was satisfactory or not. It should be signed by a duly authorized person or their representative. The reference shouldn't be more than five years old.</p>	<p>The valid reference letter(s); Must not be older than 5 years (services rendered within the last 5 years) on a client letterhead, Should indicate description of the relevant service rendered, Contactable reference name and contact details and, Whether the quality of work was satisfactory or not. It should be signed by a duly authorized person or their representative. (Invalid reference letter is one that does not speak to the relevant services required). 5 letters attached = <b>50 points</b> 3 letters attached = <b>30 points</b> 2 letter attached = <b>20 points</b> No reference letters attached = <b>0 points</b> Note: Bidders will score half points were only team coaching or individual coaching services were provided</p>	<p>50</p>
<p><b>Methodology/Approach</b> The methodology and approach must amongst others cover: scope of requirements, training content, project plan including timelines, reporting and managing whistleblowing hotline services. (Detailed plan).</p> <ul style="list-style-type: none"> <li>• Service Accessibility, Confidentiality and Availability assurance approach (i.e. service operating 24-hours a day, 7 days per week and 365 days a year)</li> <li>• Ability to demonstrate the ease of access of the proposed platforms, including the safeguarding of information including whistleblowers' identity</li> </ul>	<p>Detailed methodology/approach on how the required services will be rendered. Methodology and approach presented with comprehensive information and a clear flow and timing provided for all the deliverables (20 points)  Methodology and approach presented with brief description and overview on deliverables (15points) High level methodology and approach presented with limited description provided on deliverables (10points).  Methodology and approach mentioned but not described on deliverable (5points)  0 = no evidence</p>	<p>20</p>

<ul style="list-style-type: none"> <li>Service awareness and marketing approach/plan</li> </ul>		
Capability & Capacity of staff to be used	Experience of staff suggested for the engagement	10
Provide the qualifications, experience and professional competencies in coaching of the lead consultants /coaches to be used to provide the service.	CV's indicating experience, identity copies, and valid certificate. <ul style="list-style-type: none"> <li>Minimum 7 years' experience of similar work performed(10points)</li> <li>Relevant Qualification/certification in similar work performed(10points)</li> </ul>	20
Total		<b>100</b>

## PRESENTATION / DEMONSTRATION

EWSETA may request presentations/demonstrations from the short-listed bidders as part of the bid evaluation process.

### 5.3 Stage 3: Pricing and preference points Stage

For purpose of evaluating preference points, the following preference point systems will be applicable to all bids whereby preference points shall be awarded for Price; and B-BBEE Status Level of Contribution.

- The points scored in respect of B-BBEE contribution will be added to the points scored for price.
- The following formula will be used to calculate the points for Price:

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

Where

$P_s$  = Points scored for comparative price of proposal or quotation

$P_t$  = Comparative price of proposal or offer

$P_{\min}$  = Comparative price of lowest acceptable proposal or offer

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

## 6. Financial Proposal

Financial proposals will be compared on the basis of their total amount inclusive of VAT and all other related costs. **Bidders are required to submit financial proposals as per the table below on a company letterhead.**

### Annexure B: Fees schedule

Item	Description	Estimated Quantity	Cost
			R
		Subtotal	R
		VAT	R
		Total	R

COMPANY NAME: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.

Pricing schedule is compulsory and failure to complete same in prescribed manner as per the Annexure B and without alterations may result in disqualification of bid price proposal during the financial evaluation process.

Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid;

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims;

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

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

## 7. Sub-contracting

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

## 8. Submission of Bids

Bidders are required to submit their bids in a sealed envelope and must be hand delivered to the EWSETA head office at the following address:

EWSETA  
Building B, GroundFloor - reception  
32 Princess of Wales Terrace,  
Sunnyside Office Park  
Parktown

The subject of the email should contain the following

- Bid No
- Title of Bid

EWSETA may request clarification or further information regarding any aspect of the bidder. The bidder must provide the requested information within forty-eight (48) hours after the request has been made; otherwise the bidder may be disqualified.

## 9. Closing Date of Proposal

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **Thursday 26 March 2020, before 13H00**. Please note that no late proposals will be considered.

## 10. Tender validity

This RFQ shall be valid for **30** days calculated from Bid closing date.

## 11. Fraud Hot-line

EWSETA subscribes to fair and just administrative processes. EWSETA therefore urges its clients, suppliers and the general public to report any fraud or corruption to:

EWSETA TIP-OFFS ANONYMOUS  
Free Call: 0800 611 205  
Email: [ewseta@tip-offs.com](mailto:ewseta@tip-offs.com)  
Or visit their website [www.tip-offs.com](http://www.tip-offs.com)

## EWSETA GENERAL CONDITIONS OF PURCHASE

### General

EWSETA and the Supplier enter into an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

### Conditions

These conditions form the basis of the contract between EWSETA and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by EWSETA. No servant or agent of EWSETA has authority to vary these conditions orally. These general conditions of purchase



are subject to such further special conditions as may be prescribed in writing by EWSETA in the order/contract.

### **Price and payment**

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract. The Supplier may be paid in one currency other than South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. EWSETA pays for the item within 30 days of receipt of the Suppliers correct tax invoice.

### **Delivery and documents**

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract. Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract. No payment is made if the Supplier does not provide the item as stated in order/contract.

### **Where items are to be delivered the Supplier:**

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to EWSETA at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to EWSETA a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

### **Containers / packing material**

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

### **Title and risk**

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to EWSETA when accepted by EWSETA.

### **Rejection**

If the Supplier fails to comply with his obligations under the order/contract, EWSETA may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, EWSETA may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to EWSETA.

In the case of service, the Supplier corrects non-conformances as indicated by EWSETA.

### **Warranty**

Without prejudice to any other rights of EWSETA under these conditions, the Supplier warrants that the items are in accordance with EWSETA's requirements, and fit for the purpose for which they are intended, and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by EWSETA.

### **Indemnity**

The Supplier indemnifies EWSETA against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.

The Supplier indemnifies EWSETA against claims, proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by EWSETA.

#### **Assignment and sub-contracting**

The Supplier may not assign or subcontract any part of this order/contract without the written consent of EWSETA.

### **Termination**

EWSETA may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to EWSETA):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of EWSETA, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

### **Governing law**

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.

**SBD4**

### **DECLARATION OF INTEREST**

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

oath declaring his/her interest, where-

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

2.3 Position occupied in the Company (director, shareholder etc):

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

\* "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.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member: .....

Name of state institution to which the person is connected: .....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

2.8 Did you or your spouse, or any of the company’s directors YES / NO  
shareholders / members or their spouses conduct business with the state in the previous twelve  
months?

**DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE  
IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF EWSETA’S GENERAL  
CONDITIONS OF TENDER AS STIPULATED IN THE RFP SHOULD THIS DECLARATION  
PROVE TO BE FALSE.

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

**SBD 8**

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT  
PRACTICES**

The order/contract is governed by the law of the Republic of South Africa and the parties hereby  
submit to the non-exclusive jurisdiction of the South African courts.

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><b><i>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</i></b></p>	Yes	No
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><b><i>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</i></b></p>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes	No
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	No
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

*<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.*

<sup>2</sup> 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:

\_\_\_\_\_t  
hat: (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<sup>3</sup> 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.



<sup>3</sup> *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