

REQUEST FOR QUOTATION

PROCUREMENT OF ELECTRONIC BOARDPACK SOFTWARE FOR A PERIOD OF TWO (2) YEARS



RFQ Number	EWSETA/RFQ/03/2020
RFQ Scope	PROCUREMENT OF ELECTRONIC BOARDPACK SOFTWARE FOR A PERIOD OF TWO (2) YEARS
Issue Date	WEDNESDAY 22 APRIL 2020
SITE MEETING	N/A
Closing Date for submission of bids	MONDAY 04 MAY 2020@13:00hours
Inquiries (all inquiries should be in writing)	scmadmin@eseta.org.za

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 Energy and Water Sector Education and Training Authority (“EWSETA”) is a statutory body established through the Skills Development Act of 1998 to enable its stakeholders to advance the national and global position of the energy and water sectors in the large, medium, small levy paying and non- levy paying companies across the sector.

This was as a result of government commitment to promote active labour market policies and is demonstrated in the Skills Development Act of 1998 and the Skills Development Levies Act of 1999. As guided by its mandate, the EWSETA is an agent of transformation by promoting employment equity and broad-based black economic empowerment (B-BBEE) through skills development. In this context, the EWSETA is keen to form sustainable partnerships and/or collaborations that will further promote its support for transformation.

2. Scope of Work

EWSETA hereby requests a proposal for an electronic Board meeting solution for **21** users (made up of **15** Board members, **5** Executives and **1** administrator from the EWSETA Secretariat services). The Board meeting solution should be able to fully facilitate the electronic distribution of Board meeting packs to official EWSETA handheld devices. The solution should also be able to ease the logistics of compiling the packs and improve overall governance within the EWSETA.

Our organization is looking to purchase BoardPack software for use over a period of two years.

2.1 As a minimum, the EWSETA expects the solution to possess the following functionalities:

- Setting up meetings
- Voice and video conferencing
- The system should be securely accessible by all board members from any location and should support strong security features such as encryption or two-phase authentications; The system must be capable of providing enhanced security tools like remote locking;
- The system should cater for users on mobile platforms and should also support most modern web browsers;
- The system should allow for seamless scheduling of meetings with an online, collaborative meeting space where you can include venue maps; agendas; attendee list; meeting minutes; pre-and post-meeting actions and add related documents;
- The solution should provide for a meeting pack function which allows one to easily collate meeting documents, including agendas, index, minutes, dividers and page numbering, into one file. Board members should be able to perform annotations (highlight text, make notes etc.) and document sign off on their meeting packs, complete questionnaires, ask questions, place votes with or without Wi-Fi;
- The solution should provide an intuitive and functionally rich knowledge store;
- The solution should provide a centralised, collaborative platform where everyone can access and contribute to good decision making by capturing all decisions made and allowing easy to create surveys;
- Extensive end user as well as administrator training on the use of the system;

- The system should allow creation and distribution of resolutions for voting by Board members and tracking thereof;
- The system should allow Board members to use its functions and content both online and offline and provide Board members with full access to minutes and resolutions;
- Proposals on the setup and configuration of the system on the EWSETA premises;
- Customizable permissions for data access can be personalized down to the document-level and user-level to improve privacy and security;
- The system should have the ability to create virtual rooms for board committees or smaller groups to allow secure collaboration before and after meetings; and
- The solution should have minute taking capabilities to enhance minute taking processes.

2.2 Through the deployment of this system, EWSETA wishes to achieve the following benefits:

- Administrative time and cost saving;
- Instant and secure distribution of meeting packs;
- Collaborative, engaging, and easier to manage meetings;
- Apps available for Apple, Android and Windows devices;
- Mitigation of risks through procedures, and
- Transparency in decision making procedures.

2.3 DELIVERABLES

- Provide an electronic Board Pack Software as per above requirements;
- The application must be the Off shelf with limited customization;
- Role and user profile management
- Network offline operational capability
- Storage model
- Hardware requirements
- Licensing model
- Collaborative capabilities - Instant Messaging (IM)
- Reporting capabilities as follows
 - Dashboard capabilities
 - Notification and reporting capabilities
 - SMS engine integration capabilities
 - System exception log reports
 - Opex vs Capex
- Information security measures
 - Data classification requirements (sensitive, secret, confidential etc)
 - Password formatting and expiry management
 - Data encryption methodologies
 - Certificate management

3. Evaluation Criteria

A three (3) phase evaluation criteria will be considered in evaluating the bid, being:

3.1 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.

- 3.1.1 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.
- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 Only B-BBEE verification Agency accredited by South African National Accreditation System (SANAS) must respond. Bidders are required to submit proof of such accreditation.

Non-compulsory documents

- 3.1.6 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).

3.2 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 similar service 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,</p> <p>3 letters attached = 30 points 2 letter attached = 20 points 1 letter attached = 10 points No reference letters attached = 0 points</p> <p>Note 1: Bidders will score half points were only team coaching or individual coaching services were provided Note 2: Invalid reference letter is one that does not speak to the relevant services required).</p>	30
<p>Methodology/Approach</p> <p>The methodology and approach must amongst others cover: scope requirements, training, migration of data, user management, logistic support and maintenance including reporting and project management.</p>	<p>Detailed methodology/approach on how the required services will be rendered.</p> <p>For the requirements below, the bidder must describe in detail how the system works and how they comply with each requirement: (20)</p> <p>Creation of Meeting Packs (5) Accessing Meeting Pack (5) Application Access (5) Training Services - including implementation, project management, training and deployment services and initial set-up of our meeting pack solution (5) User management – (5) Logistics & support maintenance (5)</p>	50
<p>Company Profile</p>	<p>The proposal must include a company/organisation profile, comprising a description of your organisation, its primary business activity, and years of experience (10points)</p>	10
<p>Considers the technical and professional skills of key account Manager/Personnel. Person proposed must be identified and supported by CV's of one page each to be included in an Appendix.</p>	<p>CV's indicating experience, identity copies, and valid certificate.</p> <ul style="list-style-type: none"> • Minimum 5 years' experience of the Key Account Manager (5points) • Relevant Qualification/certification of the Key Account Manager (5points) 	10
<p>Total</p>		100

3.3 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

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. 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	Year 1	Year 2
	Implementation costs	R	R
	Licensing Costs (21 end-user licenses.	R	R
	Support and Maintenance	R	R
	Other costs: specify	R	R
	Total excluding VAT	R	R
	VAT	R	R
	Total including VAT	R	R
	Total costs for the 2 years		R

FAILURE TO COMPLY WITH THE ABOVE COSTING TEMPLATE WILL LEAD TO DISQUALIFICATION OF YOUR RESPONSE

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;

6. 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.

7. Submission of Bids

Bidders are required to submit their bids via email to **scmadmin@ewseta.org.za** and 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.

8. Closing Date of Proposal

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **MONDAY 04 MAY 2020, before 13H00**. Please note that no late proposals will be considered.

9. Tender validity

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

10. 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

Or visit their website 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.

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

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><i>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</i></p>	Yes	No
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars: <input type="checkbox"/> <input type="checkbox"/>		
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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of:

that: (Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;

- d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder