



THE WILDS HOME OWNERS ASSOCIATION (NPC)

Registration no: 2003/008761/08

REQUEST FOR BID

RFB Ref. No:	TWE-SSC01-2017
Description	Acquisition and implementation of a CCTV security and Access control solution for the HOA of THE WILDS Estate.
Vendor Briefing Session	<p>A COMPULSORY BRIEFING SESSION WILL BE HELD AS FOLLOWS:</p> <p>DATE: 04 July 2017</p> <p>TIME: 08:00 - 10H00 AM</p> <p>VENUE: THE CLUBHOUSE OF THE WILDS ESTATE: Cor DeVillie Bois Mareuil Drive & Trumpeters Loop, Pretorius Park X17</p> <p>Pretoria (S:25:48:50:9) or (E:28:19:46:4)</p>
Closing Date for questions / queries	04 July 2017 at 10:00 am
RFB Closing Details	<p>Date: 31 July 2017</p> <p>Time: 12:00 (South African Time)</p> <p>Place: Clubhouse of THE WILDS HOME OWNERS ASSOCIATION</p> <p>Pretorius Park X17, Pretoria</p> <p>Tender Box</p>
RFB Validity Period	45 Days from the Closing Date

SECTION 1

BIDDER'S DETAILS

1.1 Bidding structure

Indicate the type of bidding structure by marking with an 'X':

Individual bidder	
Joint Venture	
Consortium	
Subcontractors	
Other	
If the bid is submitted as a Consortium or Joint Venture or Sub Contracting Arrangement list the members of such Consortium or Joint Venture and Sub Contractors below:	
1.	
2.	
3.	
4.	
5.	
6.	

1.2 Bidder's Information

(includes bids submitted Individual or as a Consortium or Joint Venture)

Name of the prime bidder	
Company Registration number	
Date of registration	
VAT registration number	
Supplier size type (SMME or large)	
Last financial year revenue (R)	
Financial year end date	
Number of existing running contract and total value	
Total number of employee	
Head office physical address	
Head office postal address	
Contact person (for this bid)	
Telephone number	

Fax number	
E-mail address	
Postal address (if different from Head Office address)	
Physical address (if different from Head Office address)	

1.3 Entity directorship

No.	Director name	Identity number
1.		
2.		
3.		
4.		
5.		
6.		

I certify that the information furnished on this form is true and correct.

I further accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of bidder (duly authorised)

Signature of bidder

Date

Capacity under which this bid is signed

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SECTION 2

BID TERMS OF REFERENCE

1. Definitions

- 1.1 The Home Owners Association of The Wilds Security Estate [hereinafter referred to as THE WILDS] is an association with limited liability duly incorporated in accordance with the ##### Act of the Republic of South Africa, registration number #####.
- 1.2 "**Acceptable Bid**" - any bid, which, in all respects, complies with the specifications and conditions of the RFB as set out in this document.
- 1.3 "**Bid**" - a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods through price quotations, advertised bidding processes or proposals.
- 1.4 "**Bidders**" - any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by THE WILDS to submit a bid in response to this bid invitation.
- 1.5 "**Members**" - means members of the Home Owners Association of The Wilds Security Estate.
- 1.6 "**Directors**" - means members of the Home Owners Association of The Wilds Security Estate that are elected to represent and act on behalf of the members of the association.
- 1.7 "**Comparative Price**" - the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.8 "**Consortium**" - several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.
- 1.9 "**Contractor Agent**" - any person mandated by a Prime Contractor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the Prime Contractor and thereby acquire rights for the Prime Contractor or consortium/joint venture against THE WILDS and incur obligations binding the Prime Contractor or consortium/joint venture in favour of THE WILDS.
- 1.10 "**Firm Price**" - the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the

contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.

- 1.11 **"Goods"** – any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to THE WILDS.
- 1.12 **"Imported Content"** – that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
- 1.13 **"Joint Venture"** - (Project) two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.
- 1.14 **"Local content"** – that portion of the tender price which is not included in the imported content, provided that local manufacture does take place;
- 1.15 **"Management"** - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 1.16 **"Non-firm Price(s)"** - all price(s) other than "firm" price(s).
- 1.17 **"Person(s)"** - a natural and/or juristic person(s).
- 1.18 **"Prime Contractor"** –any person (natural or juristic) who forwards an acceptable proposal in response to this RFB with the intention of being the main contractor should the proposal be awarded to him/her.
- 1.19 **"Rand Value"** - the total estimated value of a contract in South African currency, calculated at the time of invitations and includes all applicable taxes and excise duties.
- 1.20 **"SMME"** – bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
- 1.21 **"Sub-contract"** – the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

- 1.22 **“Subcontractor”** - any person (natural or juristic) who is subcontracted a portion of an existing contract by a Prime Contractor.
- 1.23 **“Successful Bidder”** - the organisation or person with whom the order is placed and who is contracted to execute the work as detailed in the bid.

2. Acronyms and abbreviations

- 2.1 The following acronyms and abbreviations are used in this proposal and must be similarly used in the proposal submitted in response and shall have the meaning ascribed thereto below.

Abbreviations/acronyms	Description
CPI	Consumer Price Index
ICT	Information Communication Technology
IRBA	Independent Regulatory Board for Auditors
IS	Information Systems
ISO	International Standard Organisation
IT	Information Technology
OEM	Original Equipment Manufacturer
RFB	Request for Bid
RFQ	Request for Quotation
RSA	Republic of South Africa
SLA	Service Level Agreement
URS	User Requirements Specification
VMS	Video Management System
IP	Internet Protocol

3. General rules and instructions

3.1 News and press releases

- 3.1.1 Bidders or their agents shall not make any news releases concerning this RFB or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with, THE WILDS and its Directors.

3.2 Precedence of documents

- 3.2.1 This RFB consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence.

3.3 **Language**

3.3.1 Bids shall be submitted in English.

3.4 **Headings**

3.4.1 Headings are incorporated into this RFB document and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

3.5 **Occupational Injuries and Diseases Act 13 of 1993**

3.5.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this RFB and/ or subsequent agreement. THE WILDS reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to THE WILDS.

3.6 **Formal contract**

3.6.1 This RFB, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalised between THE WILDS and/or its clients and the enterprise(s) to whom THE WILDS awards the RFB in whole or in part.

3.6.2 Any offer and/or acceptance entered verbally between THE WILDS and any vendor, such offer shall not constitute a contract and thus not binding on the parties.

3.6.3 The laws of the RSA shall govern this RFB and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.

3.10 **Bid preparation**

3.10.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the goods offered etc. shall be neatly bound as part of the schedule concerned.

3.11 **Oral presentations**

3.11.1 Bidders who submit Bids in response to this RFB may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to THE WILDS. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. THE WILDS shall schedule the time and location of these presentations. Oral presentations are an option of THE WILDS and may or may not be conducted.

3.12 **Objection to brand specific requirements**

- 3.12.1 Any bidder who has reasons to believe that the RFB specification is based on a specific brand must inform THE WILDS within five (5) days after the publication of the RFB.

4. Instructions for submitting bids

4.1 Bid responses must be submitted as follows:

- 4.1.1 One (1) original file including pricing which must be submitted in a separate envelope;
- 4.1.2 One (1) hard copy including pricing which must be submitted in a separate envelope;
- 4.1.3 Two (2) electronic copies on compact disk (CD) or USB drive in Portable Document Format (**PDF**) of the RFB Document and Technical / Functionality Response.

4.2 It is the Bidder's responsibility to ensure that the information and contents on the electronic copies are the same as in the hard copies.

4.3 To ensure that the electronic copies are not damaged, the bidder must submit the CDs in a sealed padded envelop and be clearly marked. USB Disks should be submitted in a protected casing and clearly marked.

4.4 The original copy must be **signed in ink** by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

4.5 Bidders shall submit proposal responses in accordance with the prescribed manner of submission as specified above. **Failure to comply with the above instructions on submitting a proposal will lead to disqualification.**

4.6 The RFB Responses (hard and electronic copies) must be clearly marked as follows: Bidder's Name & Contact Details, RFB Number, RFB Description, and Closing Date.

4.8 All Bids in this regard shall only be accepted if they have been placed in the tender box before or on the closing date and stipulated time.

4.9 Late bids shall not be considered under any circumstances

4.10 **No proposal shall be accepted by THE WILDS if submitted in any manner other than as prescribed above.**

5. RFB Returnable

5.1 Bidders shall submit response in accordance with the response format below. Failure to do so shall result in the rejection of the bidder's RFB response.

5.2 Schedule Index:

Schedule 1: Cover letter (Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels, brief profile of the bidder, summary of the bidder's proposal and contact person and details for this RFB)

- Schedule 2:** Sections 1 and 2 of this RFB Document
- Schedule 3:** Technical / Functionality response
- Schedule 4:** SBD 4 – Declaration of interest
- Schedule 5:** SBD 8 – Declaration of Bidders’ Past Supply Chain Practices
- Schedule 6:** SBD 9 – Certificate of independent bid termination
- Schedule 7:** Special Conditions of Contract
- Schedule 8:** Pricing / Costing

5.3 Bidder background information materials:

- 5.3.1 Bidder Operating Organisation – Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.
- 5.3.2 Corporate Financial Solvency - Provide solvency statement signed by a qualified independent Auditor, that the financial position of the company is sound and that the company will be able to mobilise resources to deliver the project.
- 5.3.3 Indicate the percentage of total annual revenue that the proposed service will contribute against the revenue generated for the most recent and the preceding two fiscal years.

6. Conditions of Bid

6.1 **Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly indicate either "Comply/Accept (with a ✓)" or "Do not comply/Do not accept (with an ✖)" regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.**

NOTE It is mandatory for bidders to complete or answer this part fully (6.2 to 6.24); otherwise the bidder shall be considered as unresponsive and shall be disqualified.

6.2

This RFB is subject to the General Conditions of Contract referred to in this document.	Accept	Do not accept

6.3

The preparation of response shall be made without obligation to acquire any of the items included in any bidder’s proposal or to select any proposal, or to discuss the reasons why such vendor’s or any other proposal was accepted or rejected.	Accept	Do not accept

6.4

THE WILDS may request written clarification regarding any aspect of this proposal. The bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified.	Accept	Do not accept

6.5

In the case of Consortium, Joint Venture or Subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and rand value.	Accept	Do not accept

6.6

THE WILDS reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	Accept	Do not accept

6.7

Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Accept	Do not accept

6.8

By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.	Accept	Do not accept

6.9

Where applicable, THE WILDS reserves the right to conduct benchmarks on product/services offered during and after the evaluation.	Accept	Do not accept

6.10

THE WILDS reserves the right to conduct a pre-award's survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFB and supporting documents.	Accept	Do not accept

6.11

Where the RFB calls for commercially available solutions, bidders who offer to provide future based solutions will be disqualified.	Accept	Do not accept

6.12

Should the bidder withdraw the proposal before the proposal validity period expires, THE WILDS reserves the right to recover any additional expense incurred by THE WILDS having to accept any less favourable proposal or the additional expenditure incurred by THE WILDS in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.	Accept	Do not accept

6.13

Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. THE WILDS shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 60 (sixty) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that THE WILDS reserves the right to award the same proposal to next best bidders as it deems fit.	Accept	Do not accept

6.14

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	Accept	Do not accept

6.15

Any amendment or change of any nature made to this document shall only be of force and effect if it is in writing, signed by THE WILDS signatory and added to this document as an addendum.	Accept	Do not accept

6.16

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Accept	Do not accept

6.17

<p><u>Bidders who make use of subcontractors.</u></p> <p>The proposal shall however be awarded to the vendor as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between THE WILDS and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.</p>	Accept	Do not accept

6.18

<p>All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.</p>	Accept	Do not accept

6.19

<p>No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.</p>	Accept	Do not accept

6.20

<p>The bidders' response to this RFB, or parts of the response, shall be included as a whole or by reference in the final contract.</p>	Accept	Do not accept

6.21

<p>THE WILDS has discretion to extend the validity period should the evaluation of this RFB not be completed within the stipulated validity period.</p>	Accept	Do not accept

6.22

<p>Upon receipt of the request to extend the validity period of the RFB, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original RFB response valid under the same terms and conditions for a further period.</p>	Accept	Do not accept

6.23

<p>Should the bidder change any wording or phrase in this document, the RFB shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.</p>	Accept	Do not accept

6.24

<p>The onus is on the bidder to continuously check with the Wilds estate management for any communication and changes on the RFB document. THE WILDS will not be held responsible for any failure by the bidder to check updates on the RFBs on advert.</p>	Accept	Do not accept

SECTION 3

Standard Bid Documents (SBDs)

Declaration of Interest SBD 4

- 1.1 Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to 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 where:
- 1.1.1 The bidder is employed by THE WILDS; and/or
 - 1.1.2 The bidder is appointed as a Director of THE WILDS; and/or
 - 1.1.3 The bidder forms part of the evaluation committee within THE WILDS; and/or
 - 1.1.4 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.
- 1.2 **In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid.**
- 1.2.1 Full name of bidder or his or her representative: _____
 - 1.2.2 Identity number: _____
 - 1.2.3 Position occupied in the company (director, trustee, shareholder) _____
 - 1.2.4 Company registration number: _____
 - 1.2.5 Tax reference number: _____
 - 1.2.6 VAT registration number: _____
 - 1.2.7 The names of all directors / trustees / shareholders / members, their individual identity numbers must be indicated in paragraph 3 below.
 - 1.2.8 Any legal person, including persons employed by the Wilds, or persons having a kinship with persons employed by the Wilds, 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 Wilds, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

- 1.2.8.1 The bidder is employed by THE WILDS; and/or
- 1.2.8.2 The bidder is appointed as a Director of THE WILDS; and/or
- 1.2.8.3 The bidder forms part of the evaluation committee within THE WILDS; and/or
- 1.2.8.4 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 the bidder or his or her representative:

2.2 Identity number:

2.3 Position occupied in the company (director, trustee, shareholder²):

2.4 Company registration number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.7 The names of all directors / trustees / shareholders / members, their individual identity numbers must be indicated in paragraph 3 below.

2.8 Are you or any person connected with the bidder **YES / NO**
presently employed/member of THE WILDS?

2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person connected to the bidder is employed: _____

Position occupied in the state institution: _____

Any other particulars: _____

2.7 Do you, or any person connected with the bidder, have **YES / NO**
 any relationship (family, friend, other) with a person
 employed by the THE WILDS and who may be involved with
 the evaluation and or adjudication of this bid?

2.9.1 If so, furnish other particulars: _____

2.10 Are you, or any person connected with the bidder, **YES/NO**
 aware of any relationship (family, friend, other) between
 any other bidder and any person employed by THE WILDS
 who may be involved with the evaluation and/or adjudication
 of this Bid?

2.10.1 If so, furnish other particulars: _____

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish other particulars: _____

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

Full name	Identity number

4. **Declaration**

I, the undersigned (name)

_____ certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the State may reject the bid or act against me in terms of paragraph 23 of the GCC should this declaration prove to be false.

Signature

Date

Name of bidder

Position

Certificate of Independent Bid Determination SBD 9

1. This Standard Bidding Document (SBD) must form part of all Bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
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:
 - 5.1 has been requested to submit a bid in response to this bid invitation;
 - 5.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3 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:

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.

- 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.
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

Name of bidder

Position