

REQUEST FOR PROPOSALS

**BIDDERS ARE HEREBY INVITED TO FORWARD PROPOSALS FOR THE FOLLOWING
BID TO PELCHEM SOC LTD**

BID NUMBER:	PCM-SCM-TEN-19008
BID DESCRIPTION:	Transactional Advisory (TA) Service for Pelchem
CLOSING DATE:	26 August 2019
CLOSING TIME:	9:00am
BID VALIDITY PERIOD:	90 Days (Commencing the Bid Closing Date)
COMPULSORY SITE BRIEFING MEETING:	<p>Venue: Necsa Visitors Centre Gate 1 R104 Elias Motsoaledi Street (Church Street West Ext) Pelindaba Brits Magisterial District</p> <p>Date: 16 August 2019 Time: 10h00</p>
SITE ACCESS	Details to be obtained from the contact persons referred below
OBTAINING OF TENDER DOCUMENTS	<p>Prospective bidders are to obtain the tender documents from the following websites:</p> <ol style="list-style-type: none"> 1. http://www.etenders.gov.za/content/advertised-tenders 2. http://www.necsa.co.za/category/pelchem_tender/ <p><i>NB: Tender Documents will NOT be distributed during the site briefing meeting or after the site briefing meeting.</i></p>
DELIVERY ADDRESS:	<p>BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:</p> <p>Necsa Gate 3 Mr. Buyani Nsibande R104 Elias Motsoaledi Street (Church Street West Ext) Pelindaba Brits Magisterial District Madibeng Municipality North West 0240 Gate 3: S25°47'03.0" E027°56'38.8"</p>
ENQUIRES:	<p>Mr I Sbanda Email: scmrequisitions@pelchem.co.za Tel: +27 (0) 12 305 4669 Note: Any clarity seeking question must be sent three working days before closing date.</p>

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1. Instructions to Bidders

1.1 Rules for Bidding

- a) PELCHEM is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.
- b) PELCHEM reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should the PELCHEM decide not to proceed with the tender.
- c) PELCHEM also reserves the right to appoint any other person to undertake any part of the tasks.
- d) The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- e) All South African firms submitting bids as part of a consortium or joint venture must submit a valid original tax clearance certificates.
- f) The service provider and its affiliates are disqualified from providing goods, works and services to any private party to this Agreement, or any eventual project that may result, directly or indirectly from these services.
- g) Bidders may ask for clarification on these tender documents or any part thereof up to close of business, one week before the deadline for the submission of the bids.
- h) PELCHEM reserves the right to return late bid submission unopened.
- i) Bidders may not contact PELCHEM on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- j) Should the contract between PELCHEM and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.

1.2 Conditions of the Tender

- (a) The General Conditions of contract, as stipulated will apply.
- (b) PELCHEM will become the owner of all information, documents, programmes, advice and reports collected and compiled by the service provider in the execution of this tender.
- (c) The copyright of all documents, programmes, and reports compiled by the service provider will vest in PELCHEM and may not be reproduced or distributed or made available in any other way without the written consent of the PELCHEM.

- (d) All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of PELCHEM.
- (e) The successful bidder will be required to sign a non-disclosure agreement and a service level agreement.
- (f) Bidders shall undertake to limit the number of copies of this document and destroy them in the event of their failure to secure the contract.
- (g) The service provider is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be to the detriment of PELCHEM.
- (h) PELCHEM expressly reserves its rights, in its sole discretion to:
 - i Accept or reject any Proposal;
 - ii To award this bid as a whole or in part;
 - iii Accept or reject individual items in a Proposal;
 - iv Request clarification or further information regarding any item in the Proposal;
 - v Not accept the lowest priced bid or any bid in part or in whole. Pelchem will award the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous,
 - vi Conduct site visits at bidder's corporate offices and/or at client sites if so required;
- (i) The Bidder shall bear all costs associated with the preparation and submission of its bid and PELCHEM, will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tender process.
- (j) The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and PELCHEM shall be written in English. In exceptional circumstances, PELCHEM may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.
- (k) Prices shall be quoted in South African Rands
- (l) At the Price point allocation, arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid may be rejected at this stage.
- (m) The Bidder shall provide one copy of the Bid separately, clearly marking it "Original Bid", and keep a similar marked as Copy that may be requested as and when necessary.
- (n) The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- (o) Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid. No correction fluid is to be used on the tender document (i.e. tippex).

- (p) Bids must be received by PELCHEM at the address specified on the tender invitation notice page. In the event of the specified date for the submission of Bids being declared a holiday for PELCHEM, the Bids will be received up to the appointed time on the next working day.
- (q) PELCHEM may, at its discretion, extend this deadline for submission of bids by amending the date and advising all prospective bidders in writing, in which case all rights and obligations of the PELCHEM and Bidders previously subject to the original closing date will thereafter be subject to the revised closing date as extended
- (r) Any bid received by PELCHEM after the closing date for submission of bids prescribed by PELCHEM, will be rejected and/or returned unopened to the Bidder.
- (s) The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by PELCHEM prior to the closing date prescribed for submission of the bids.
- (t) A withdrawal notice may also be sent by email, followed by an original signed confirmation copy that must be received before the closing date for submission of bids.
- (u) No bid may be modified subsequent to the closing date for submission of bids.
- (v) A bid submitted with any qualification to the conditions and specifications of the Tender will be treated as non-responsive and rejected.
- (w) No bid response received by telegram, telefax, email, facsimile or similar medium will be considered.
- (x) The bidders should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicate. No liability will be accepted by Pelchem in regard to anything arising from the fact that pages of a bid are missing or duplicate.
- (y) A copy(s) of a valid and current certificates from the professional organizations/bodies that the bidder is affiliated to or a member of, must be included in the bid response.

1.3 UNDERTAKINGS BY THE BIDDER

- i. By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted to Pelchem on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- ii. The bidder furthermore confirms that it has satisfied itself as to the correctness and validity of its bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all its obligations under a resulting contract for the services contemplated in this RFP; and that it accepts that any mistake(s) regarding price(s) and calculations will be at its risk.
- iii. The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it under this RFP and a Service Level Agreement to be concluded with Pelchem, as the principal(s) liable to the due fulfilment of such contract.

1.4 REASONS FOR DISQUALIFICATION

Pelchem reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior written notice to the offending bidder, however the bidder will be notified in writing of such disqualification, namely:

- i. Bidders who do not submit a valid and original Tax Clearance Certificate or proof of application of such as endorsed by SARS on the closing date and time of the bid;
- ii. Bidders who submit incomplete information and documentation according to the requirements of this RFQ document;
- iii. Bidders who submit information that is fraudulent, factually untrue or inaccurate information;
- iv. Bidders who receive information not available to other potential bidders through fraudulent means;
- v. Bidders who do not comply with mandatory requirements if stipulated in the RFP documents.

1.5 Content of Tender Documents

The services required, tender procedures and contract terms are prescribed in the tender document, which include:

- i. Instruction to Bidders;
- ii. Terms of Reference;
- iii. Evaluation Criterion;
- iv. Standard Conditions of Contract;
- v. Technical Bid;
- vi. Financial Bid;

The Bidder is expected to examine all instructions, forms, terms and specifications in the tender documents.

Failure to furnish all information required by the tender documents or submission of a bid, not responsive to the tender documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

1.6 Clarification of Tender Documents

- 1.6.1 PELCHEM will respond in email to any request for clarification of the tender documents which it receives no later than 1 week prior to the deadline for submission of bids prescribed by PELCHEM.
- 1.6.2 Bidders are invited to attend a compulsory briefing session that will be held as indicated in tender invitation notice. Pelchem will use contact details that are registered on the attendance register for all correspondences during the tender process. (Refer to the BID Invitation for procedure of accessing the Necsa site)
- 1.6.3 It compulsory to sign a non-disclosure agreement when attending the compulsory briefing meeting.

1.7 Amendment of Bid Documents

- (a) At any time prior to the deadline for submission of bids, PELCHEM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.
- (b) All prospective bidders who have attended the compulsory briefing session and obtained the tender documents, will be notified of the amendment in writing or by email, and same will be binding on them.
- (c) In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, PELCHEM, at their discretion, may extend the deadline for the submission of bids.

1.8 Documents Constituting the Bid

The bid prepared by the Bidder shall comprise the following components:

1.8.1 Compliance Requirements, including:

- Invitation to Bid
- Original Tax Clearance Certificate
- Bid Form
- Declaration of Interests(SBD4)
- Declaration of past Supply Chain Management practices (SBD8)
- Preferential Points Claim Forms (B-BBEE Certificate or Affidavit)
- Certificate of independent bid determination (SBD9)
- General Conditions of contract
- If the bidder is a joint venture or prime contractor with subcontractor(s), or subcontractor, a copy of joint venture/consortium/subcontracting agreement duly signed by all parties

1.8.2 Technical Proposal

Bidders Response to the request

1.8.3 Financial Proposal, comprising:

- Bid Form
- Price Schedule linked to the technical proposal

1.9 Bid Prices

Prices indicated on the Price Schedule shall be the total price of goods or services including, where applicable:

- Prices are fixed for the duration of a project and are subject to negotiation.

1.10 Bid Opening and Evaluation of Bids

- a) On the closing date of the Bid, more than one official of Pelchem/Necsa will open and register all the bids that will be found in the box
- b) Late bids will not be opened and will be rejected after the evaluation of Technical Bid, the PELCHEM shall notify those Bidders whose Bids were not successful during the evaluation process. The notification may be sent by registered letter, facsimile or electronic mail. During evaluation of bids, PELCHEM may, at its discretion, ask the Bidder for a clarification of its bid with the approval of the Authority Officer. The request for clarification and the response shall be in writing.
- c) Clarification of bids above, no Bidder shall contact PELCHEM on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of PELCHEM, it should do so in writing.
- d) Any effort by a Bidder to influence PELCHEM in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.11 Tender Evaluation process

- (a) PELCHEM will examine the bids to determine whether they are complete and they comply with the Statutory Requirements (Compliance eligibility)
- (b) All those bids that have met the compliance eligibility criteria will then be subjected to the Technical Proposals evaluation, with a point scoring and stipulated minimum threshold of that evaluation (refer Table 1 of this document)
- (c) Those bids that achieved the stipulated threshold will be scored using the PPPFA guidelines (80/20) whereby 80 points are assigned to the price and the lowest price is assigned full points and others will be allocated points proportionally and 20 points will be allocated as the preferential points.
- (d) If a bid is not responsive and not fulfilling all Compliance, Technical Specifications and PPPFA it will be rejected by PELCHEM and may not subsequently be made responsive by the Bidder correcting the non-conformity.
- (e) Pelchem award process will be determined by the outcome of the evaluation as well as such other information as PELCHEM deems necessary and appropriate i.e. post supplier vetting results and or affirmative determination etc.

1.12 DISCLAIMER

- PELCHEM reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Terms of Reference without any change in unit price or other terms and conditions.
- PELCHEM reserves the right to: Accept or reject any bid; Annul the tender process and reject all bids at any time prior to contract award; award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.

1.13 CONTRACTING

The successful Bidder/s will be informed in writing about the outcome of the Bid at the same time as PELCHEM notifies the successful bidder that its bid has been accepted, PELCHEM will send the bidder the Contract Form provided in the tender documents, incorporating all agreements between the parties’.

2. Terms Of Reference

2.1 Company Background

Pelchem SOC Limited “Pelchem”, is a global manufacturer and supplier of commodity and specialty chemicals such as hydrogen fluoride, hydrofluoric acid, fluoride salts, fluorine gas, fluorine gas mixtures and a range of speciality fluoride materials to South African and international customers. Pelchem manufactures speciality fluoro-chemicals for polymer production and fluorinates plastic components such as bottles, pipes, tanks and other plastics to reduce solvent permeation and panelling.

Surface Fluorinated containers are widely accepted for the packaging of agricultural chemicals, petrochemicals, automotive fuels, paint products, veterinary medicines, food products, household and industrial cleaners and medicinal products. Pipes are also Surface Fluorinated for the petrochemical industry.

2.2 Project Background

Pelchem’s 100% owned Subsidiary, Ketlaphela Pharmaceutical SOC Ltd (“Ketlaphela”) was created in response to the cabinet’s directive for the country to have its own State owned pharmaceutical company.

The State owned pharmaceutical company is premised on supplying South African manufactured Active Pharmaceutical Ingredients (APIs) and final formulated medical products mainly for communicable diseases such as HIV/AIDS, Tuberculosis, and Malaria and later non-communicable diseases.

Ketlaphela has also been approached by a leading Pharmaceutical multinational in the private sector for a potential Joint venture partnership for the supply of SA’s leading burden of disease medicines to both public and private sectors in South Africa and Southern Africa.

2.3 Technical Proposal Requirements

PELCHEM requires the services of a transactional advisory service provider to perform the following tasks:

- 2.3.1 Advise on the appropriate structure for the Equity Transaction between Pelchem and the Partner.
- 2.3.2 Advise on the best way to participate in the equity structure. The Transactional Advisor (TA) is required to do an organisational evaluation of both PELCHEM and the proposed partner in terms of their structure, governance and financial capabilities to enter into such a partnership. The evaluation

will entail an analysis of the business and economic environment under which both entities operate and their likely impact positively or negatively onto the contents of the proposed partnership.

- 2.3.3 Undertake an evaluation of the nature of the equity in terms of stock, assets and fair value of each company to determine the balance of partnership in terms of rights, obligations and entitlements of the splits of the partnership vehicle. That is the financial, technical and legal obligations of each partner.
- 2.3.4 Provide options that is in the best interest of PELCHEM. The TA is expected to:
- Give a description of Pelchem’s current business operating model and what opportunities are expected to be derived from entering into such partnership on the basis of this model.
 - Provide a table of proposed Special Purpose Vehicles (SPV’s) detailing their type/nature, reasons for being considered and the Pro’s and Con’s related to operating through each one of them.
 - Provide and simplify financial models associated with each SPV model discussed.
- 2.3.5 Raise funding for the transaction. The TA is expected to deliver the following from a financial viability of this exercise:
- A thorough assessment of the financial markets particularly in the Pharmaceutical sector.
 - Identify no less than 3 financial backers of the proposed partnership business with an appetite to enter into business with the new proposed SPV. The intention should be declared as a guaranteed financial certificate of the funder and must state the value of the available quantum of funding.
- 2.3.6 The TA is expected as part of this proposal to list all supporting documents that will be required from PELCHEM in support of their execution of the above technical proposal requirements.

3. Evaluation

3.1. Table A - Statutory Requirements

Item	Requirement	Proof of Compliance	Compulsory = C Not Compulsory= NC	Proof Submission Y= YES N= NO
1.	Company registered with the National Treasury Central Database (CSD) and must be valid at the time of tendering	Latest CSD report	C	

Item	Requirement	Proof of Compliance	Compulsory = C Not Compulsory= NC	Proof Submission Y= YES N= NO
2.	Valid Tax Clearance Certificate	Valid certificate	C	
4.	Signed SBD Forms and certify where applicable.	Returned with proposal	C	
5.	Valid Compensation Commissioner Fund: Letter of good standing (COIDA)		C	
All compulsory documents must be submitted. Failure to submit one or more of compulsory documents will lead to disqualification.				

3.2. TABLE 2: Technical / Functional Evaluation of the proposals

Item	Requirement	Criteria	WEIGHT	POINTS	POINTS SCORED	TOTAL SCORE
1	METHODOLOGY Demonstrate an understanding of PELCHEM and the unique conditions under which the company is operating. (Provide a section in the methodology statement)	Analysis rooted in Schedule 2 PFMA and its comparative relationship to schedule 3 companies.	30	15		
		Linking the operational context of PELCHEM to the environment of the partnership business proposal		15		
2	COMPANY EXPERIENCE Demonstrate company experience of facilitating and closing deals in the pharmaceutical sector. Bidders to provide completion certificates of closed deals on letterhead with all contactable details of their clients with <ul style="list-style-type: none"> • value of project, • period of project, • Opinion of performance of company 	Company with 3 concluded deals and above	30	30		
		Company with 2 concluded deals		20		
		Company with at least 1 concluded deal		10		

Item	Requirement	Criteria	WEIGHT	POINTS	SCORED POINTS	TOTAL SCORE
3	TEAM EXPERTISE Bidders to submit a summary page of their teams experience together with copies of their CV's and qualifications.	1X1 Project leader with A masters degree in Business /financial/ Project Management / Accounting with 10 years and more of experience in transactional advisory services..	25	25		
		1X1 Project leader with A masters degree in Business /financial/ Project Management / Accounting with 5-10 years of experience in transactional advisory services.		20		
		1X1 Project leader with A masters degree in Business /financial/ Project Management / Accounting with 3-5 years of experience in transactional advisory services.		10		
		1X1 Project Manager with a Bachelor's degree in Business /financial/ Project Management / Accounting / Law / Chemical Engineering / Pharmaceutical with 5 years or more in Transactional Advisory services	15	15		
		1X1 Project Manager with a Bachelor's degree in Business /financial/ Project Management / Accounting / Law / Chemical Engineering / Pharmaceutical with 3- 5 years in Transactional Advisory services		10		
		1X1 Project Manager with a Bachelor's degree in Business /financial/ Project Management / Accounting / Law / Chemical Engineering / Pharmaceutical with 1-3 years in Transactional Advisory services		5		
Total		100				

Note: Bidders that score <70 out of a 100 in respect of Technical / Functional Evaluation Criteria will be regarded as submitting a non-responsive bid and will not be evaluated further.

SBD DOCUMENTS TO BE COMPLETED

The following documents must be completed by all bidders, and submitted with the technical bid:

- i. SBD 1
- ii. Bid Form
- iii. SBD 4 - Declaration of Interests
- iv. SBD 8 – Declaration of past supply chain management practice.
- v. SBD 9 – Certificate of Independent Bid Determination.
- vi. General Conditions of Contract
- vii. Pricing Schedule
- viii. In circumstances of Joint Ventures, all relevant documentation must be provided.

SBD-1- INVITATION TO BID

Delivery of Bids

- a) Bid documents Deposited in the bid box as stated in the invitation notice.
- b) The bid box is generally open 24 hours a day, 7 days a week.
- c) Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it will not be accepted for consideration.

Official Forms

- a) All bids must be submitted on the official forms – (not to be re-typed).
- b) Bidders may attach any extra information which they deem necessary for this bid.

General Conditions of Contract

- a) This bid is subject to the general conditions of contract and the special conditions of contract as attached.

Particulars to be Furnished

The following particulars must be furnished, failure to do so may result in your bid being disqualified

Name of Bidder: _____

Postal Address: _____

Street Address: _____

Telephone Number: Code _____ Number _____

Cellular telephone Number: _____

Facsimile Number: Code _____ Number _____

Vat Registration Number: _____

Contact Person: _____

E-mail Address: _____

Signature of Bidder: _____ Date: _____

Capacity under which this bid is signed: _____

Failure on the part of the bidder to sign this tender form (SBD1) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the bid.

Bids should be submitted on the official forms and should not be qualified by the bidder's own conditions. Failure to comply with these requirements or to renounce specifically the bidder's own conditions of tender, when called upon to do so, may invalidate the bid.

Electronic Tenders

- i. The paper document will serve as the legal bid document. A hard copy of the bid response and a backup of the electronic medium e.g. Compact Disc (CD) must be made and kept for record purposes. The saved electronic bid e.g. Compact Disc (CD) must be submitted in a padded protective envelope for protection together with the hard copy.
- ii. All electronic data submitted must be an exact copy of the paper document. Any discrepancies between a specific item on the micro floppy diskette and the hard copy may invalidate the bid in respect of the particular item.
- iii. To facilitate the evaluation of numeric data (i.e. prices), the paper copy must be completed, signed and submitted before the closing time of the tender.

Terms

- iv. I/We hereby tender to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Government of the Republic of South Africa on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/We agree that -

The bid herein shall remain binding upon me/us and open for acceptance during the validity period indicated and calculated from the closing time of the tender;

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, PELCHEM may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and PELCHEM and I/we will then pay to PELCHEM any additional expense incurred by PELCHEM having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid, PELCHEM shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of

the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss PELCHEM may sustain by reason of my/our default;

If my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicilium citandi et executandi in the Republic as indicated above.

I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents; and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.

I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/We declare that I/we have participation*/no participation* in the submission of any other bid for the supplies/services described in the attached documents. If in the affirmative, state names(s) of bidder(s) involved.

I/We hereby declare that I/We have read and understand the above and agree to be bound by PELCHEM's terms and conditions.

- a) Are you duly authorised to sign the bid? *** YES / NO**
- b) Has the Declaration of Interest (SBD4) been duly completed and submitted with the Bid *** YES / N)**
- c) Have the company or any of its Directors, Shareholders or Joint Venture Partners in their present or previous capacity ever been restricted from bidding by any organ of the state? *** YES / NO**

If yes, please provide full details of restriction.

- d) Has a tax clearance certificate been submitted? ***YES/NO**
- e) Are you the accredited representative in South Africa for the goods/services offered by you? (If yes enclose proof) *** YES/NO**
- f) Total Bid Price: in words _____
_____ R_____
- g) Total Number of Equipment Offered: _____

Signature **Position** **Date**

SBD 2 - TAX CLEARANCE REQUIREMENTS

It is a condition of bidding that:

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)" must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of six (6) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

BID FORM

To:

**PELCHEM
(ADDRESS)**

Dear Sir/Madam

Having examined the Tender Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (Description of Goods and/Services)

In conformity with the said Tender Documents and hereby undertake that we accept all the conditions of said documents, in particular:

- The rules for bidding, conditions of the tender and other instructions to bidders.
- The terms of reference above.
- The bid evaluation criterion.

We accordingly undertake to supply the stipulated goods and services as per our attached technical bid. In addition, the particulars of our organisation such as legal status, principal place of business, details of experience and past performance are furnished with this bid form.

We further undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in our bid.

We agree to abide by this bid for the Bid validity period specified in Clause **Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2013

Name: Capacity

Capacity:

Company Stamp

Who warrants that he/she is duly authorised to sign this Bid for and on behalf of:

SBD 3.1 - Pricing Schedule – Firm Prices

Name of bidder: _____

- a) Only firm prices will be accepted (including prices subject to rates of exchange variations)
- b) Offer to be valid for _____ days from the closing date of bid.
- c) Does offer comply with specification? ***Yes/No**
- d) If not to specification, indicate deviation(s)- noting that this is not intended to qualify the conditions of the bid.

i. _____

ii. _____

iii. _____

e) Period required for delivery _____

f) Delivery period **Firm/not firm**

g) Delivery basis (all delivery costs must be included in the bid price) _____

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by PELCHEM¹, or persons having a kinship with persons employed by PELCHEM, 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 PELCHEM, 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-
 - the bidder is employed by PELCHEM; 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, trustee, shareholder²):

2.4. Company Registration Number:

2.5. Tax Reference Number:.....

2.6 .VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
connected to the bidder is employed:
Position occupied in PELCHEM :

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by PELCHEM, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

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

2.8.1 If so, furnish particulars:

.....
.....
.....

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

2.9.1 If so, furnish 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 PELCHEM
 who may be involved with the evaluation and or adjudication
 of this bid?

2.10.1 If so, furnish 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 particulars:

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

Full Name	Identity Number	Personal Reference Number	Tax	PELCHEM Number / Employee Peral Number

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE PELCHEM MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- The 80/20 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on

Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of PELCHEM for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of STATE;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means 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 the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
3. 2.15 **“sub-contract”** means 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;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an

Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person 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.
- 5.8 A person 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. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?
.....

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number

:

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of PELCHEM for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....
ADDRESS:.....
.....
.....

SBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 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	Item	Item	Item
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were	Yes <input type="checkbox"/>	No <input type="checkbox"/>

	informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).		
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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 9

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.

SBD 9

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

SBD 9

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