



SCM Division
Radio Park, Henley Road
Auckland Park 2092
Johannesburg
Private Bag X1
Auckland Park 2006
Tel. +27 11 714-3059
Fax + 11 714-4000
URL www.sabc.co.za
E-mail baloyid@sabc.co.za

19 July 2022

REQUEST FOR QUOTATION (RFQ)

RFQ	RFQ/LOG/2022/61
RFQ ISSUE DATE	19 JULY 2022
RFQ DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF SERVICE AND MAINTENANCE OF 4 STANDBY GENERATORS FOR FREESTATE AND NORTHERN CAPE OFFICE FOR A PERIOD OF FIVE (5) YEARS.
NON-COMPLUSORY BRIEFING SESSION	VIRTUAL BRIEFING SESSION ON MICROSOFT TEAMS 22 JULY 2022 @ 11:00
VENUE / LINK FOR VIRTUAL BRIEFING	Click here to join the meeting
CLOSING DATE & TIME	01 AUGUST 2022 @ 12:00

Submissions must be electronically emailed to RFQSubmissions@sabc.co.za on or before the closing date of this RFQ.

PLEASE NOTE THAT AS FROM 01 JULY 2016 COMPANIES THAT ARE NOT REGISTERED WITH CSD SHALL NOT BE CONSIDERED.

For queries, please contact **Doctor Baloyi** via email: Tenderqueries@sabc.co.za

The SABC requests your quotation on the services listed above. Please furnish us with all the information as requested and return your quotation on the date and time stipulated above. Late and incomplete submissions will invalidate the quote submitted.

SUPPLIER NAME: _____

POSTAL ADDRESS: _____

TELEPHONE NO: _____

FAX NO. : _____

E MAIL ADDRESS: _____

CONTACT PERSON: _____

CELL NO: _____

SIGNATURE OF BIDDER: _____

NOTES ON QUOTATIONS AND PROPOSALS SUBMISSION

1. All electronic submissions must be submitted in a **PDF** format that is protected from any modifications, deletions, or additions.
2. Financial/pricing information must be presented in a **separate** attachment from the Technical / Functional Response information.
3. The onus is on the Bidder to further ensure that all mandatory and required documents are included in the electronic submission.
4. All submissions should be prominently marked with the following details in the email subject line:

➤ **RFQ and bidders' name.**

5. Bidders are advised to email electronic submissions at least thirty minutes before the bid closing time to cater for any possible delay in transmission or receipt of the bid. The onus is on bidder to ensure that the bid is submitted on time via email
6. Tender submission emails received after submission date and time will be considered late bid submissions and will not be accepted for consideration by SABC.
7. SABC will not be responsible for any failure or delay in the email transmission or receipt of the email including but not limited to:
 - receipt of incomplete bid
 - file size
 - delay in transmission receipt of the bid
 - failure of the Bidder to properly identify the bid
 - illegibility of the bid; or
 - Security of the bid data.

NB: THE BIDDER SHOULD ENSURE THAT LINKS FOR WETRANSFER AND GOOGLE DROP BOX EXPIRE AFTER 30 DAYS OF THEIR SUBMISSIONS INSTEAD OF SEVEN DAYS

NOTES ON BRIEFING SESSION

1. The briefing session meeting will be arranged by means of an online session using the Microsoft Teams, the date and time of which will be published on the SABC Website.
2. Bidders who have access to Microsoft Teams or similar enablers join the meeting on the day of the event through the link: [Click here to join the meeting](#)

REQUIRED DOCUMENTS

- 1.1 Submit proof CSD registration
- 1.2 Proof of Valid TV License Statement for the Company; all active Directors and Shareholder must have valid TV Licenses.
(Verification will also be done by the SABC internally).
- 1.3 Valid Tax Clearance Certificate or SARS "Pin" to validate supplier's tax matters
- 1.4 Original or Certified copy of Valid BBBEE Certificate (from SANAS accredited Verification Agency)
- 1.5 All EME's and 51% black Owned QSE's are only required to obtain a **sworn affidavit** on an annual basis, confirming the following.
 - 1.4.1 Annual Total Revenue of R10 Million or less (EME) or Revenue between R10 Million and R50 Million for QSE
 - 1.4.2 Level of Black Ownership

Note 1:

Verification Agencies and Auditors who are accredited by the IRBA (Independent Regulatory Board for Auditors) are no longer the 'approved regulatory bodies' for B-BBEE verification and therefore IRBA auditors are not allowed to issue B-BBEE certificates after 30 September 2016.

Note 2:

Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE act as amended.

- 1.6 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.
- 1.7 Certified copy of Shareholders' certificates.
- 1.8 Certified copy of ID documents of the Directors or Members.

NB: NO CONTRACT WILL BE AWARDED TO ANY BIDDERS WHO'S TAX MATTERS ARE NOT IN ORDER.

NO CONTRACT WILL BE AWARDED TO ANY BIDDERS WHO'S TV LICENCE STATEMENT ACCOUNT IS NOT VALID.

DETAILED TECHNICAL SPECIFICATION

1. Background

The standby diesel generators supply power to Bloemfontein, Kimberley and Platfontein regions in case of power outage. They ensure that broadcasting operation continues as normal until Municipality power is restored. Therefore, they are very critical to the business continuity and fulfilment of SABC's public mandate in case of the power outage.

2. Scope of Requirements services

The SABC requires the services of a suitably qualified service provider to provide maintenance of minor and major service and repairs for the Generators for a contract period of (5) Five years at Free State and Northern Cape Province Regions.

Below the four (4) diesel generators specifications that need to be serviced:

- **Bloemfontein X (2):** -Perkins 2206A-E13TAG2 generator – Engine Rating 305.3BKW @ 1500RP
- ADE-Model, engine number LDU-816215 – 380 volts @ 1500 RPM
- **Kimberly X (1):** - BF4M 1012 EC – Model, 66KW @1500RPM, Serial – 00852392
- **Platfontein X (1):** - Name Generator: AVK Generator
Generator number: 420890
380V 288A
150 KVA
1500RPM
VDE 0530: T024/ T025/ T026

2.1 Scheduled Maintenance Service

Preventative Maintenance

- The Service Provider shall be fully responsible for the preventative maintenance of the Diesel Generators first three quarters of the year and the annual / 250 Hour service whichever occurs first.
- The Service Provider shall report any trends detected that reflect system or equipment degradation, loss of performance, or frequency of failure to the SABC.
- Preventative Maintenance shall comply with the Maintenance Specific Activity Schedules contained below.

- The Service Provider shall arrange with the SABC and obtain approval for date, time, and duration when equipment or systems shall be out of service for the purpose of performing Preventative Maintenance.
- In the event of repairs having to be carried out which does not form part of Preventative Maintenance, the need for such repairs shall be reported to the SABC for further instructions.
- The Service Provider shall have a 24/365 call out facility.
- The maximum response time which the Service Provider shall respond to a call

Shall be as follow:

- Carry out “Walk around” inspection for oil, fuel, and water leaks.
- Critical: defined as the generator failure during power outage) – The Service Provider shall within two (2) hours from notification acknowledgement respond.
- Non-Critical: defined as generator failure during routine testing / inspection) the Service Provider shall within four (4) hours from the notification acknowledgement respond.
- The Service provider shall further ensure that standby arrangements for emergency call outs are always in place with contact details of the technicians on standby.
- Spares required for ad hoc requests must be quoted for and approved by the SABC before the service is rendered.
- The Service Provider shall employ and manage his Maintenance Staff to ensure timely and efficient execution of the Works with minimum interruption to the SABC.
- Technician and other staff members working at the SABC must be issued with safety clothing with the company’s name clearly visible.
- Maintenance staff must be fully trained to; Perform the maintenance Services; do fault finding; Capable of doing repairs on all equipment.
- Also do quality check on control panels of the generators

Maintenance Schedule

Schedule A: Service (Quarterly)

- Carry out “Walk around” inspection for oil, fuel, and water leaks.
- Check water jacket heater operation.
- Check condition of fuel pipes and water hoses.
- Check and adjust to specification battery voltage, charge rate and perform voltage drop test to determine condition of batteries.
- Check engine oil level and top up if necessary.
- Check fan and alternator belt tensions.

- Check primary fuel filter and clean if necessary.
- Check water level in radiator.
- Check level of antifreeze in cooling system.
- Check for water build up in the fuel filter water trap.
- Grease fan drive and alternator bearing.
- Top up water and add cooling conditioner to radiator, if required.
- With the plant selector switch in the "auto" [position, trip the mains incoming supply so as to stimulate a main failure;
- Observe start up, satisfactory operation of transfer switch and load acceptance of the set.
- Check and record when generator have run for 15 minutes.
- Generator output voltage stability.
- Generator output frequency and stability.
- Engine water temperature.
- Engine oil pressure.
- Engine fuel pressure.
- Charging alternator output.
- Run the set on load for 30 minutes then switch on the mains incoming supply and observe load shedding as well as the cooling down sequence until set stops.
- In test position check the following safety shutdown devices:
 - Start cut out function.
 - Low oil pressure.
 - High engine temperature.
 - Engine over speed.
- Switch off engine and return plant selector switch to the "auto" position.
- Make additional adjustments (within the scope of routine maintenance work) to the above-mentioned equipment if necessary.
- Clean diesel generator and the room
- Complete service log and return to Office.
- Complete service report.

SCHEDULE B: Annual or 250-hour service (whichever occurs first)

- Carry out "walk around" inspection for oil and water leaks.
- Run the set on Test for 10 minutes and the Switch off engine and return plant selector switch to the "Off" position.
- Drain lubrication oil and replenish with the correct grade of oil as per Original Equipment Manufacturer (OEM) requirements.
- Change lubricating oil filter elements and fuel filter elements.

- Change the air filter element
- Grease all points as required.
- Drain and flush cooling system, refill with clean water and add cooling system conditioner.
- Check water jacket heater operations.
- Check condition of fuel pipes and water hoses.
- Carry out “walk around” inspection for oil and water leaks.
- Run the set on Test for 10 minutes and the Switch off engine and return plant selector switch to the “Off “position.
- Drain lubrication oil and replenish with the correct grade of oil as per Original Equipment Manufacturer (OEM) requirements.
- Change lubricating oil filter elements and fuel filter elements.
- Grease all points as required.
- Drain and flush cooling system, refill with clean water and add cooling system conditioner.
- Check the valves clearance and fuel injectors

3. RFQ Response Information

Effective Date of Bid

Vendors should state in writing that their quotation to the SABC and all furnished information, including price, will remain valid and applicable for 90 days from the date the vendor quotation is received by the SABC.

4. Costing

The quotation must reflect a detailed cost breakdown, and any indirect costs associated with the rendering of required service as per the schedule in the **Scope of Service**.

5. Duration of the Contract

5 years

6. Location

SABC's office in Bloemfontein, Kimberley and Platfontein

7. Evaluation criteria

6.1 BBBEE and Price

- The RFQ responses will be evaluated on the **80/20** points system

6.2 Technical Evaluation

- The tender submission will be technically evaluated out of **100**

- A minimum threshold of **70 out of a maximum of 100** has been set.
- Bidders achieving less than the set threshold will be declared non-responsive and therefore will not continue forward for evaluation of BBEE & Price Preference.

6.3 Objective Criteria

- The SABC further reserve the right not to award this tender to any bidder based on the proven poor record of accomplishment of the bidder in previous projects within the SABC.
- Bidders who are blacklisted or have committed other acts of fraud and misrepresentation of facts e.g., tax compliance, BBEE, company financials, etc. will be eliminated from the bid process.

SECOND PHASE: PAPER BASED EVALUATION CRITERIA

Evaluation Area	Evaluation Criteria	Min Points	Max Points
Company Experience in Generator Maintenance/ repairs / Servicing	<p>Provide written reference / proof on your clients company's letterhead from duly authorized person responsible for Generators with contact details. The letters must stipulate contract period, and scope of work undertaken.</p> <p>Experience in number of years in Generator Maintenance/ repairs / servicing</p> <ul style="list-style-type: none"> • No experience = (0 points) • Less than 3 years = (5 points) • 3 – 5 years= (15 points) • Greater than 5 years = (20 points) <p>Number of Letters</p> <ul style="list-style-type: none"> • greater than 3 references letters =(20 points) • 2 - 3 reference letters =(15 points) • 1 reference letter = (5 points) 	30	40
Response Time during normal working hours	<p>Response Time during normal working hours</p> <ul style="list-style-type: none"> • 0 – 2 hours (10 points) • Greater than 2 hours –Less than 4 hours (5 points) • Greater than 4 hours (0 points) 	5	10
Response Time during Emergency	<p>Response Time during emergency call out</p> <ul style="list-style-type: none"> • 0 – 1 hours (15 points) • Greater than 1 hour – Less than 2 hours (10 points) 	10	15

	<ul style="list-style-type: none"> Greater than 2 hours (0 Points) 		
Warranty on Workmanship and Parts	Warranty on Workmanship and Parts supplied <ul style="list-style-type: none"> Greater than 12 months of warranty– (15 points) 12 months of warranty – (10 points) Less than 12 months of warranty- (0 Points) 	10	15
Curriculum Vitae (CV) of Supervisor/Team Leader with three (3) years minimum experience in Generators Maintenance/repairs / Servicing	Provide a comprehensive CV of Supervisor / Team Leader with a minimum of three (3) years' experience in Generator maintenance/repairs/ Servicing. The CV must be accompanied by mechanical related copies of qualifications (with minimum of N3). The CV must have contactable references. <ul style="list-style-type: none"> Greater than 5 years' experience = (20 points) 3 – 5 years' experience = (15 points) less than 3 years' experience = (0 points) 	15	20
Total		70	100

7 ADJUDICATION USING A POINT SYSTEM

- 7.1 The bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder
- 7.2 Preference points shall be calculated after process has been brought to a comparative basis taking into account all factors of non-firm prices.
- 7.3 In the event that two or more bids have scored equal points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 7.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points for B-BBEE, the successful bid must be the one scoring the highest score for functionality
- 7.5 Should two or more bids be equal in all respect, the award shall be decided by the drawing of lots.

8 POINTS AWARDED FOR PRICE

The **80/20** preference point system

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

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

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

B-BBEE PREFERENTIAL POINTS WILL BE AWARDED AS FOLLOWS:

B-BBEE Status Level of Contributor Number of Points

B-BBEE Status level of Contributor	Number of points
------------------------------------	------------------

1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- I. Bidders who qualify as EME's in terms of the B-BBEE Act must submit a certificate issued by a verification Agency accredited by SANAS for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates or DTI Affidavit.
- II. Bidders other than EMEs must submit their original and valid B-BBEE status levels verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a verification agency accredited by SANAS.
- III. 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
- IV. 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.
- V. 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.
- VI. A tenderer will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intend 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 capacity and the ability to execute the sub-contract.
- VII. A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capacity and the ability to execute the sub-contract.

9 COMMUNICATION

Respondents are warned that a response will be disqualified should any attempt be made by a tenderer either directly or indirectly to canvass any officer(s) or employees of SABC in respect of a tender, between the closing date and the date of the award of the business.

All enquiries relating to this RFQ should be emailed three days before the closing date.

10 CONDITIONS TO BE OBSERVED WHEN TENDERING

- 10.1 The Corporation does not bind itself to accept the lowest or any tender, nor shall it be responsible for or pay any expenses or losses which may be incurred by the Tenderer in the preparation and delivery of his tender. The Corporation reserves the right to accept a separate tender or separate tenders for any one or more of the sections of a specification. The corporation also reserves the right to withdraw the tender at any stage.
- 10.2 No tender shall be deemed to have been accepted unless and until a formal contract / letter of intent is prepared and executed.
- 10.3 The Corporation reserves the right to:

Not evaluate and award submissions that do not comply strictly with his RFQ document.

Make a selection solely on the information received in the submissions and

- Enter into negotiations with any one or more of preferred bidder(s) based on the criteria specified in the evaluation of this tender.
- Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders. During the evaluation process, no change in the content of the RFQ shall be sought, offered or permitted.
- Award a contract to one or more bidder(s).
- Accept any tender in part or full at its own discretion.
- Cancel this RFQ or any part thereof at any time.
- Should a bidder(s) be selected for further negotiations, they will be chosen on the basis of the greatest benefit to the Corporation and not necessarily on the basis of the lowest costs, aligned to the BBBEE & Preference Point system.

11 Cost of Bidding

The Tenderer shall bear all costs and expenses associated with preparation and submission of its tender or RFQ, and the Corporation shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.

END OF RFQ DOCUMENT

Annexed to this document for completion and return with the document:

- | | | |
|------------|---|---|
| Annexure A | - | Declaration of Interest |
| Annexure B | - | Consortiums, Joint Ventures and Sub-Contracting Regulations |
| Annexure C | - | Previous completed projects/Current Projects |

ANNEXURE A**DECLARATION OF INTEREST**

1. Any legal or natural person, excluding any permanent employee of SABC, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favouritism, should the resulting tender, or part thereof be awarded to-
 - (a) any person employed by the SABC in the capacity of Tenderer, consultant or service provider; or
 - (b) any person who acts on behalf of SABC; or
 - (c) any person having kinship, including a blood relationship, with a person employed by, or who acts on behalf of SABC; or
 - (d) any legal person which is in any way connected to any person contemplated in paragraph (a), (b) or (c),

it is required that:

The Tenderer or his/her authorised representative shall declare his/her position *vis-à-vis* SABC and/or take an oath declaring his/her interest, where it is known that any such relationship exists between the Tenderer and a person employed by SABC in any capacity.

Does such a relationship exist? [YES/NO]

If YES, state particulars of all such relationships (if necessary, please add additional pages containing the required information):

	[1]	[2]
NAME	:
POSITION	:
OFFICE WHERE EMPLOYED	:
TELEPHONE NUMBER	:
RELATIONSHIP	:

2. Failure on the part of a Tenderer to fill in and/or sign this certificate may be interpreted to mean that an association as stipulated in paragraph 1, *supra*, exists.
3. In the event of a contract being awarded to a Tenderer with an association as stipulated in paragraph 1, *supra*, and it subsequently becomes known that false information was provided in response to the above question, SABC may, in addition to any other remedy it may have:
 - recover from the Tenderer all costs, losses or damages incurred or sustained by SABC as a result of the award of the contract; and/or
 - cancel the contract and claim any damages, which SABC may suffer by having to make less favourable arrangements after such cancellation.

SIGNATURE OF DECLARANT

TENDER NUMBER

DATE

POSITION OF DECLARANT

NAME OF COMPANY OR TENDERER

ANNEXURE B**CONSORTIUMS, JOINT VENTURES AND SUB-CONTRACTING REGULATIONS****1. CONSORTIUMS AND JOINT VENTURES**

- 1.1 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.
- 1.2 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 tender.

2 SUB-CONTRACTING

- 2.1 A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- 2.2 A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 2.3 A person awarded a contract may not subcontract 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 of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

3 DECLARATIONS OF SUB-CONTRACTING

- 3.1 Will any portion of the contract be sub-contracted? YES / NO
- 3.2 If yes, indicate:
- 3.2.1 The percentage of the contract will be sub-contracted%
- 3.2.2 The name of the sub-contractor
- 3.2.3 The B-BBEE status level of the sub-contractor.....
- 3.2.4 whether the sub-contractor is an EME YES / NO

SIGNATURE OF DECLARANT_____
TENDER NUMBER_____
DATE_____
POSITION OF DECLARANT_____
NAME OF COMPANY OR TENDERER

ANNEXURE “C”**Previous completed projects (preferably provide a detailed company profile, detailed the below mentioned information)**

Project Descriptions	Client	Contact no	Contact person	Email address	Period of projects	Value of projects	Project Commence date	Completed date

Current projects (preferably provide a detailed company profile, detailed the below mentioned information)

Project Descriptions	Client	Contact no	Contact person	Email address	Period of projects	Value of projects	Project Commence date	Completion date

ANNEXURE "D"

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.

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.

SBD 9

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