



competitioncommission
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DTI Campus, Mulayo (Block C)
77 Meintjies Street, Sunnyside, Pretoria

Private Bag X23, Lynnwood Ridge
0040, South Africa

RFP/Q DESCRIPTION	The Competition Commission South Africa hereby requests tenders for a Leadership and Management Development Programme.		
ISSUED BY	The Competition Commission 77 Meintjies Street DTI Campus Block C Sunnyside Pretoria 0002		
RFP / Q NUMBER	RFB02/2022-2023		
ISSUE DATE	24 JUNE 2022		
BRIEFING SESSION	N/A		
BID CLOSING DATE	25 JULY 2022		
BID CLOSING TIME	11:00AM		
EVALUATION CRITERIA (Indicate applicable)	Price Quotation	YES	NO
		X	
	Mandatory Requirements	X	
	Functionality	X	
	80/20 Preference Points System	X	
BID VALIDITY PERIOD	120 DAYS		
SUBMISSION OF BIDS	<p>Completed tender submissions must be hand delivered and deposited into the Tender Box at the reception area of The Competition Commission, located at 77 Meintjies Street, DTI Campus, Block C, Sunnyside, Pretoria for the attention of Manager: Supply Chain Management.</p> <p>No Submission sent by e-mail or facsimile will be accepted, and no late submissions will be accepted.</p> <p>Bidders are requested to submit one (1) submission and a softcopy (memory stick) marked "Functionality or/and Financial" (One original envelope for Functionality & one for Pricing and softcopy for only Functionality).</p>		



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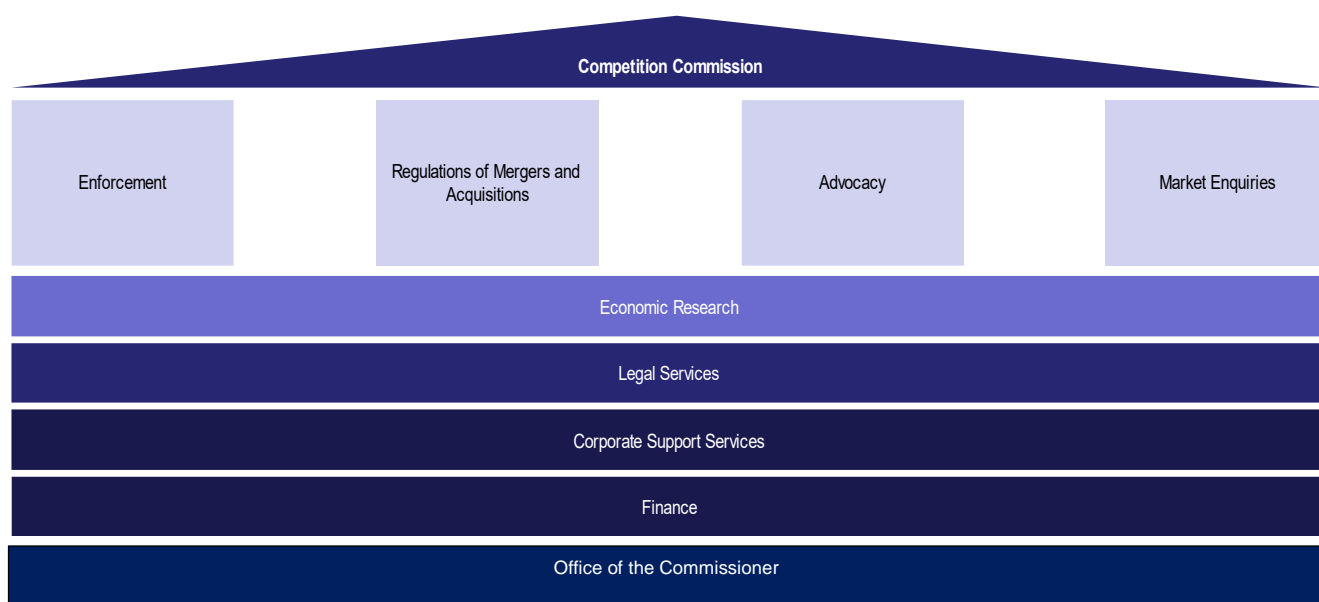
Private Bag X23, Lynnwood Ridge
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	Failure to comply with above will lead to disqualification of your tender.
CONSIDERATION OF BIDS	The bidding system is in accordance with the criteria set out in the Commission's Supply Chain Management Policy, in accordance with the provisions set out in the Preferential Policy Framework Act of 2000. The recommendations are in accordance with the provisions of Clause 4(4) of Part Two of the Preferential Procurement Regulations 2001, as amended. Respondents were notified from the RFP on the Commission's evaluation criteria. In line with the policy, the total point's allocation was 80/20 as applicable for contracts with a "Rand value" that does not exceed R50 000 000 million. The evaluation must be objective to achieve a uniform evaluation process.

NAME OF BIDDING ENTITY			
CSD MAAA NUMBER			
SARS VAT REGISTRATION NUMBER			
SARS TAX CLEARANCE NUMBER			
SARS PIN NUMBER			
CONTACT PERSON			
CONTACT NUMBER			
EMAIL ADDRESS			
PHYSICAL ADDRESS			
POSTAL ADDRESS			
AUTHORISED SIGNATORY ON BEHAF OF BIDDING ENTITY			
	INITIALS & SURNAME	SIGNATURE	
	DATE:		

1. Background to Competition Commission South Africa

The Competition Commission of South Africa (CCSA) is a statutory body established in terms of the Competition Act 89 of 1998, in order to – amongst other things – investigate anti-competitive conduct occurring in South African markets or occurring elsewhere but having an effect within South Africa. It has four main functions: (1) investigate anti-competitive conduct; (2) evaluate exemption applications; (3) assess mergers; and (4) advocating for competition compliance. The Commission conducts a range of ancillary functions in order to effectively carry out the four main functions already mentioned. These are (1) legal services; (2) economic research; and business support services coming from (3) corporate services and (4) finance services. All of these functions are carried out by various divisions in the Commission as depicted in the diagram below.



Every division in the Commission comprises entry, junior, intermediate, senior and executive staff. Senior and executive staff carry management responsibility and generally have entry, junior and intermediate staff reporting to them.

2. Specifications and / or Terms on Reference

The selected service provider is required to provide an accredited Leadership and Management Development Programme for the Competition Commission Executive (Grade 2-4) a total 13 participants and Middle Managers (Grade 5-6) a total of 78 participants. The target group comprises technical experts, mainly lawyers and economists, across various functions of the Commission. The total number of participants is expected to be 91 for both groups.

Commission staff are often promoted into management positions because of their technical expertise with little or no previous management experience or training. At the levels below they are expected to be deep specialists and no transitionary process in place when they climb up the career ladder to take on the management stream. It is at these levels where individuals are required to:

- manage subordinates as first-time managers.
- transition from specialists to managers of people and the organization.
- manage cross functional and high-performance teams in a high performance organization.
- Manage team cohesion and maintain discipline, professional and ethical conduct amongst the staff.
- Encourage innovation and performance excellence for a competitive environment.
- identify and manage risk.
- engage and maintain external stakeholder relations.
- set and manage their division's budget.
- understand and apply government regulations that impact and regulate the Commission's operations and mandate.
- provide input into the organization's budget requirements, implementation, and monitoring.
- provide input into, implement, and monitor the organization's strategy.
- initiate and manage change in a high-performance organization.

SCOPE OF WORK

Service provider activities will include the following

- Design a curriculum appropriate for two sets of management and leadership i.e. Executives and Middle Managers.
- Develop and design training methodologies for the programme.
- Develop and design assessment methods for competence.
- Develop, design and provide training material to promote continuous learning.
- Deliver training to Competition staff within the agreed time frame using industry experts.
- Evaluate training and make recommendations for further development.
- Produce certificates for participants at the end of training.
- Provide a project plan, management, and support function.
- Coaching on Performance managing virtually: Output vs Tasks

EXPECTED OUTPUTS AND OUTCOMES:

- A training material.
- Assessment methods and tools.
- Impact Evaluation report and recommendations post implementation.

<ul style="list-style-type: none"> • Training manuals. • Certificates of competence. • Competencies to be addressed 	
AREA	COMPETENCY
Personal Effectiveness	<ul style="list-style-type: none"> • Networking • Gaining credibility • Identifying and dealing with challenges in a transitioning phase • Emotional Intelligence • Living the organizational values
Managing people and high-performance teams	<ul style="list-style-type: none"> • Fundamentals of HR Management • Recruiting for success • Role modelling • Building and sustaining effective teams • Dealing with difficult situations • Foster and promote competitiveness • Build talent pools and Foster succession plans
Managing a high-performance organization	<ul style="list-style-type: none"> • Strategy development, implementation, and monitoring • Project Management • Problem solving and establishing think tanks • Interface with other departments and establishing value chains • Managing in the public sector • Monitoring and Evaluation • Change and disaster management
Fundamentals of Management	<ul style="list-style-type: none"> • Planning and organizing • Report writing • Business planning • Decision Making • Problem Solving • Communication

Leading and managing State institutions in South Africa	<ul style="list-style-type: none"> • Understanding the purpose of the State and the organization • Aligning the needs of the State with the needs of the organization • How to position a State institution for effective service delivery • Establishing and maintaining relevance • Navigating the political landscape • Ensuring growth and longevity • Impact of Covid19 on the future of State institutions
Information technology for leaders, managers, and executives	<ul style="list-style-type: none"> • Technological tools available to assist with management, oversight, and monitoring • Impact of Covid19 on the future of information technology
Strategic management for leaders, managers, and executives	<ul style="list-style-type: none"> • Understanding the need for broad strategic vision • Setting an organization's strategy • Effectively implementing an organizations strategy • Monitoring an organizations strategy • Impact of Covid19 on the future of strategy management
Financial management for leaders, managers, and executives	<ul style="list-style-type: none"> • Setting a strategic and operational budget • Effectively implementing the organizations budget • Managing competing budgetary needs in an organization • Monitoring budgets spend and managing deviations • Managing budgetary risks • Maintaining effective oversight of the budget • Impact of Covid19 on the future of financial management

Operations management for leaders, managers, and executives	<ul style="list-style-type: none"> • Understanding an organizations operational environment, internal and external • Understand the impact of operations on the organization • Managing operations for overall success • Impact of Covid19 on the future of operations management • Promote innovative thinking and new ways of work
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3. Contract Duration (If Applicable)

12 (Twelve) Months period and no longer than 20 (Twenty) months contact days.

4. Administrative and Mandatory Requirements

Bidders are required to submit their unique Personal Identification Number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. Bidders may also submit a printed Tax Compliance Status (TCS) together with the bid. In bids where consortia / joint ventures / subcontractors are involved, each party must submit a separate proof of TCS / Pin / Central Supplier Database (CSD) number.

For Joint Ventures / Consortiums and Trusts: Bidders must submit concrete proof of the existence of the joint venture and/or consortium arrangements. The Competition Commission will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture/consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement. **Bidders who do not comply with the requirement will be disqualified**

BBBEE Verification Certificate. Bidders are required to, together with their Bids/Proposals, submit original and valid BBBEE Status Level Verification Certificates or certified copies thereof to substantiate their BBBEE rating claims. Bidders who do not submit their BBBEE Status Level Verification Certificates or certified copies, will not be disqualified from the bidding process. However, they will score zero (0) out of a maximum point for BBBEE.

It is a requirement that all suppliers/ services providers to Competition Commission be registered on the National Treasury Central Supplier Database (CSD). Bidders are therefore required to register as a supplier on the CSD before submitting a bid. The CSD website can be accessed on the following link: <http://ocpo.treasury.gov.za/Pages/default.aspx> Bidders are therefore required to submit most Recent CSD Report **Bidders who do not comply with the requirement will be disqualified**

Fully completed and signed SBD forms **(Bidders who do not comply with the requirement will be disqualified)**

General Conditions of Contract must be initialed per page. **Bidders who do not comply with the requirement will be disqualified**

Quotation on Company letterhead inclusive of all applicable taxes

5. Additional Mandatory Requirement

- The company must be registered with the institution of higher learning and an accredited programme.
- Ability to customize where required.
- The company must provide 4 (Four) Referrals specific to leadership training indicating the type of programme implemented, target group and overall project outcome.

Mandatory Requirement	Comply	DO not Comply
<ul style="list-style-type: none">• The company must be registered with the institution of higher learning and an accredited programme.• Ability to customize where required.• The company must provide 4 (Four) Referrals specific to leadership training indicating the type of programme implemented, target group and overall project outcome.• Presenters with 5-10 years' experience in leadership and management development.		

<ul style="list-style-type: none"> Presenters must have NQF level 8, however NQF level 9 will be an added advantage. 		
Substantiate :		

6. EVALUATION

The tender will be evaluated in accordance with the PPPFA 80/20 principle against the following criteria.

Note: Functionality scoring will be on the sliding scale as per the below table:

SCORE	DESCRIPTION
1 – Poor	Unacceptable, does not meet set criteria
2 - Average	Compliance to the requirements
3 – Good	Satisfactory should be adequate for stated elements
4 - Very Good	Above average compliance to the requirement
5 - Excellent	Meets and exceeds the functionality requirements

CRITERIA	ELEMENT	WEIGHT	SCORING MATRIX
Experience of the firm The bidder must submit the company profile detailing relevant 5-10 years' experience of the firm in leadership & management training, Learning Material design and development, Programme outcomes, assessment criteria and methods. Demonstrate ability to customise content, demonstrate leadership & management development experience with corporate or commercial company's and public sector organisation. Also include the organisational structure of the firm.	Proven experience and expertise in leadership and management development as well as project planning and monitoring. Also include proof of certificate of accreditation by relevant SETA and DoHET.	40	The Scoring will be on a sliding Scale between 1-5 (See above definition guidelines)

<p>Methodology</p> <p>(The bidder must include a detailed methodology demonstrating the plan to deliver on the task or assignment including timelines, team line to their task/ role, support required from the commission as well as reporting requirements reflecting the objective deliverables measurable, payment Milestone linked to deliverables, etc.</p>	<p>The Methodology must be detailed and demonstrate understanding of the task including a plan to execute the assignment</p>	<p>30</p>	<p>The Scoring will be on a sliding Scale between 1-5 (See above definition guidelines)</p>
<p>Experience of the team</p> <p>Capacity relating to the Experience of the Project management team to manage the leadership & management development implementation project having 5-10 years practical experience in project planning, delivery and monitoring in the field of training 5-10 years experienced facilitators in the field of leadership & management development training with understanding of public and private sector leadership & management demands and trends, etc. (The bidder must attach the short resume of the project team, their certified qualifications as well as relevant industry certification if applicable)</p>	<p>Proven 5 – 10 years of work experience in leadership and management development training, criteria development, administering assessment, use of different presentation tools and methods, etc.. (Provide CVs of the team to Project Manage the programme delivery) Provide ID certificate, and trainer, assessor qualification, accreditation, Project management certificates and experience, Relevant computer training, etc) and certification to perform the task.</p>	<p>20</p>	<p>The Scoring will be on a sliding Scale between 1-5 (See above definition guidelines)</p>

Reference letter The Bidder must submit Contactable Reference letters indicating the successful Project Completion, nature of the programme, target group, value of the contract, Period of the project, overall project outcome as well as Contact Person for Reference with Contact Numbers such as telephone and email address. (Only Reference letters from current and previous clients will be considered, not PO or Appointment letters)	The reference letters must be relevant to the service required or Similar, Purchase Order and appointment letter does not serve as references, only letters from the current and past clients will be acceptable)	10	The Scoring will be on a sliding Scale between 1-5 (See above definition guidelines)
TOTAL WEIGHTING		100 POINTS	
<p>The selected service provider should display an ability to offer creative and modern methodologies for approaching each of the subjects identified above, in addition to covering the traditional content of a management development program.</p> <p>TECHNICAL THRESHOLD:</p> <p>NB: Service providers are expected to meet a minimum 75 % on above threshold on the above technical requirements. Responses that do not meet the require threshold, will not continue to the next part of the evaluation process.</p>			

7. Price And B-BBEE Contributor Status Level Points		
Preference points for this RFP shall be awarded as below:		
Criteria	Sub-criteria	Points
Price	Detailed budget breakdown	80
BBBEE Status Level Verification certificate from accredited verification agencies	BBBEE Level Contributor	20
Total Points		100
The 80/20 preference point system will be applied. Points for price and B-BBEE status level certificate will be awarded in accordance with the stipulations in the Preference Point Claim Form in terms of the Supply Chain Management Policy.		

8. Terms and Conditions

- a) Unless otherwise agreed to in writing, the under mentioned terms and conditions of the Competition Commission's Purchase Order/s represent the only terms and conditions upon which the Commission shall procure the items or services as specified in the Order/s from the service provider to whom the Order is addressed ("Supplier").
- b) The Commission shall not accept any other terms and conditions which the Supplier may specify, unless otherwise agreed to by the Commission in writing.
- c) In the event of any inconsistency between the Terms and Conditions, and any Order, the Order shall take precedence.
- d) Payment shall be affected by the Commission within 30 days after receipt of an original tax invoice, statement of Account and all compliance documents.
- e) All invoices shall be forwarded to **invoice@compcom.co.za**.
- f) Banking Details must be provided by completing the last page provided for in the SBD Forms along with a Confirmation Letter from the Bank not older than 3 months.
- g) The Purchase Order Number shall always be referenced in all invoices submitted to the Commission.
- h) If the supplier / service provider is unable to meet the specified delivery date on the Purchase Order/s, the supplier shall promptly notify the Commission's contact person noted on the said document. Such action shall not be interpreted as a waiver of any right or claim the Commission may otherwise be entitled to in terms of the law or without any limitation or any provision in the Purchase Order/s.
- i) Unless specifically agreed to in writing by Supply Chain Management, on behalf of the Commission, no addition to or modification to the Purchase Order/s shall be binding to the Commission and no goods and/or services shall be substituted for those specified therein except upon the written consent or instruction from the Commission.
- j) The supplier / service provider warrants that the goods and/or services shall be fit for their purpose and be of satisfactory quality.
- k) The goods shall be packaged in a manner which assures that they are protected and delivered in a good condition and all hygiene precautions are taken when handling and distributing, in accordance with the Specifications and Purchase Order; (should we not include Covid-19 precautions – or precautions of hygiene and not particularly Covid-19)
- l) The goods and services provided will at all material times be inspected by the Commission to ensure they meet the specifications and required standard as stipulated and/or specified in the issued request.
- m) Any non-compliance to specification will lead to rejection thereof. The supplier shall promptly rectify any defects or in the Commission's sole opinion, supply appropriate replacement goods at the supplier's expense within the specified delivery times, without any liability on the part of the Commission.
- n) Title to the goods and risk of loss or damage to goods shall pass to the Commission on the receipt of delivery.

- o) Standard Warranty shall at all material times be furnished by the supplier in respect of goods supplied under the Purchase Order (where applicable).
- p) The suppliers shall at all material times maintain confidentiality whilst rendering services to the Commission, should the supplier have access to confidential information, which must be protected from disclosure.
- q) The supplier and any of its sub-contractors used in rendering of services and / or delivery of goods to the Commission shall ensure that adequate comprehensive insurance is taken and furnish the Commission with written proof to that effect as and when required.
- r) The Suppliers shall at all material times wear the correct Personal Protective Equipment ("PPE") for specific services rendered whilst at Commission premises.
- s) All scrap and hazardous waste generated by the supplier during the rendering of services must be removed from the Commission premises immediately during or after the completion of the job and dispose of same in compliance with the relevant regulatory disposal methods (where applicable).
- t) The Purchase Order/s shall at the sole discretion of the Commission, be cancelled or suspended in whole or in part. The Commission shall deliver a written notice to the Supplier specifying the extent to which performance and/or deliveries of goods and services under the Purchase Order/s is cancelled and/or suspended and the date upon which such action shall become effective.
- u) The Purchase Order/s shall be interpreted and governed by the laws of the Republic of South Africa

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

YES	NO

- 2.1.1 If YES, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES	NO

- 2.2.1 If YES, furnish particulars:

.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES	NO

- 2.3.1 If YES, furnish particulars:

.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.7 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signed and duly authorized hereto:	
Name:	
Designation:	
Name of Bidder:	
Signature:	
Date:	

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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, 2017.

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 of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 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 or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: _____

8.2 VAT registration number: _____

8.3 Company registration number: _____

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.6 COMPANY CLASSIFICATION

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

- 8.7 Total number of years the company/firm has been in business: _____
- 8.8 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state 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.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

Notes	<p>The purpose of this document is to draw special attention to certain general conditions applicable to government bids, contracts and orders; and to ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter. The General Conditions of Contract will form part of all bid documents and may not be amended. Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.</p>
General Conditions of Contract Definitions	<p>The following terms shall be interpreted as indicated:</p> <ol style="list-style-type: none"> 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids. 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7 "Day" means calendar day. 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order. 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand. 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA. 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid

	<p>submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 “GCC” means the General Conditions of Contract.</p> <p>1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his 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 place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
Application	<p>These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
General	<p>Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.</p>
Standards	<p>The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
Use of contract documents and information inspection	<p>The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes</p>

	of such performance. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract. Any document, other than the contract itself mentioned in GCC clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
Patent rights	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
Performance security	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be either a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or a cashier's or certified cheque. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
Inspections, tests and analyses	All pre-bidding testing will be for the account of the bidder. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. If the inspections, tests and analyses show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. Where the supplies or services comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier. Supplies and services which do not comply with the contract requirements may be rejected. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. The provisions shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of clauses of GCC.

Packing	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
Delivery and Documents	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. Documents to be submitted by the supplier are specified in SCC.
Insurance	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
Transportation	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
Incidental services	The supplier may be required to provide any or all of the services, including additional services, if any, specified in SCC, including a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
Spare parts	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested
Warranty	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated

	in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
Payment	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. Payment will be made in Rand unless otherwise stipulated in SCC.
Prices	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
Contract amendments	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
Assignment	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
Subcontracts	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
Delays in the supplier's performance	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. Except as provided, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, unless an extension of time is agreed upon pursuant to GCC without the application of penalties. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the

	contract and without prejudice to his other rights, be entitled to claim damages from the supplier
Penalties	If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract.
Termination for default	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier. Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: (i) the name and address of the supplier and / or person restricted by the purchaser; (ii) the date of commencement of the restriction (iii) the period of restriction; and (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
Anti-dumping	When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized

and countervailing duties and rights	import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
Force Majeure	Notwithstanding the provisions of GCC Clauses, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
Termination for insolvency	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
Settlement of Disputes	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
Limitation of liability	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
Governing language	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
Applicable law	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
Notices	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in

	writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
Taxes and duties	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
National Industrial Participation Programme	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
Prohibition of Restrictive practices	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.