



in the footsteps ...

NELSON MANDELA MUSEUM

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Department of Arts and Culture

17 August 2026

RFQ 16 OF 2026 PROVISION OF DESIGN AND DEVELOPMENT OF THE NELSON MANDELA MUSEUM ANNUAL REPORT IN PDF, E-BOOK FORMAT AND PRINTING

1. BACKGROUND

The Nelson Mandela Museum is a not-for-profit institution established by the South African Government as an agency of the National Department of Arts and Culture. It was established as part of a portfolio of legacy projects that seek to transform the heritage landscape from the apartheid past. At the same time, the Museum contributes towards economic development through tourism in an economically disadvantaged region.

The Museum primarily houses collections of gifts given by Nelson Mandela to the Museum to share his legacy with the nation.

The mandate of the Nelson Mandela Museum (NMM) is to preserve and promote the legacy of Nelson Mandela. One of its main strategic objectives is to improve the Museum's public profile, visibility and public access.

This mandate is executed through the Museum's facilities, including the Qunu Youth and Heritage Centre, Bhunga Building, Ingquza Hill Museum in Flagstaff and OR Tambo Garden of Remembrance in Bizana. The Bhunga Building also serves as the administrative office of the Museum.

2. PURPOSE OF THE RFQ

The purpose of this procurement is to appoint a suitably qualified and experienced service provider to provide professional design, electronic production and printing services for the Nelson Mandela Museum Annual Report.

The appointed service provider will be required to design the Annual Report and deliver the final approved document in high-resolution PDF, digital/web-optimised PDF and e-book formats, as well as thirty (30) professionally printed hard copies.

The content, photographs, logos and relevant institutional information will be provided by the Nelson Mandela Museum.

3. SCOPE OF WORK

The appointed service provider will be responsible for the professional design, layout, electronic production and printing of the Nelson Mandela Museum Annual Report.

The content, approved photographs, logos and other relevant institutional information will be provided by the Nelson Mandela Museum.

The estimated content is approximately 150 pages, including cover pages.

The final Annual Report should not exceed 170 pages, unless otherwise approved in writing by the Nelson Mandela Museum.

The service provider must ensure that the final product is professional, visually appealing, consistent with the Nelson Mandela Museum's brand identity and suitable for publication and distribution through digital platforms.

The appointed service provider shall provide the Annual Report in the following formats:

1. High-resolution PDF suitable for official publication and archiving
2. Web/digital-optimised PDF suitable for electronic distribution and publication on the Nelson Mandela Museum's digital platforms
3. E-book format suitable for online viewing and digital distribution and Thirty (30) professionally printed hard copies of the final approved Annual Report.

4. DESIGN REQUIREMENTS

The appointed service provider shall be responsible for the professional design, layout, electronic production and preparation of the Nelson Mandela Museum Annual Report for printing of thirty (30) hard copies.

4.1 Cover Design

- The service provider must:
- Design the front cover of the Annual Report
- Provide at least three (3) different cover design concepts for consideration and approval by NMM
- Incorporate the Nelson Mandela Museum's branding, logo and approved visual identity
- Incorporate approved photographs or other material provided by NMM;
- Ensure that the approved cover design is suitable for both electronic publication and printing
- Make amendments based on the Museum's comments and recommendations
- Provide the final approved cover artwork in a format suitable for production of the electronic version and thirty (30) hard copies.

- If the initial three (3) concepts are not considered satisfactory by NMM, the service provider shall provide an additional set of three (3) cover design concepts at no additional cost.

4.2 Internal Page Design

The service provider must:

- Develop the internal page layout
- Provide at least three (3) internal page layout concepts for approval
- Ensure consistency in headings, sub-headings, tables, photographs, captions and other graphic elements
- Ensure that the design is professional, visually appealing and easy to read
- Ensure consistency throughout the approximately 150-page document
- Incorporate approved photographs, charts, graphs, tables and other visual material supplied by NMM
- Ensure that the final layout is suitable for both electronic publication and printing
- Prepare the final approved artwork in a print-ready format for the production of thirty (30) hard copies.

If the initial three (3) internal layout concepts are not considered satisfactory by NMM, the service provider shall provide an additional set of three (3) internal layout concepts at no additional cost.

5. CONTENT AND FORMATTING REQUIREMENTS

The following requirements shall apply:

- Page size: A4;
- Approximate report length: 150 pages, including cover pages;
- Maximum report length: 170 pages, unless otherwise approved in writing by NMM;
- Font type: Arial;
- Standard font size: 12 point, unless a different size is necessary for headings, captions, tables or other design elements;
- Professional formatting and layout throughout the Annual Report;
- Consistent use of headings, numbering, tables and images;
- Appropriate placement and formatting of photographs;
- Appropriate use of charts, graphs, tables and other visual elements;
- Correct page numbering throughout the report;
- Consistent headers and footers, where required;
- Professional table of contents;
- Internal navigation and bookmarks, where applicable, for the electronic version;
- Functional hyperlinks, where applicable;
- The final document must be suitable for digital publication and electronic distribution;

- The final document must also be prepared in a print-ready format for the production of thirty (30) hard copies;
- The service provider must ensure that the quality and resolution of photographs, graphics and other visual elements are suitable for both electronic publication and printing;
- The service provider must ensure that the final printed copies accurately reproduce the approved electronic version;
- The service provider must not materially alter the content supplied by NMM without obtaining prior written approval from the Nelson Mandela Museum

6. ELECTRONIC DELIVERABLES

The appointed service provider must provide the following final deliverables:

No.	Deliverable	Quantity
1	Final high-resolution Annual Report	1
2	Web/digital-optimised PDF	1
3	E-book version suitable for online viewing	1
4	Editable/source design files	1 complete set
5	Final approved artwork/design files	1 complete set

The final PDF must be suitable for official publication, electronic distribution and archival purposes.

The e-book must be functional and suitable for digital viewing on commonly used computers, tablets and mobile devices, where technically applicable.

7. E-BOOK REQUIREMENTS

- The e-book version should, where technically applicable:
- Be suitable for online viewing
- Have a professional and user-friendly interface
- Allow users to navigate through the Annual Report easily
- Include a clickable table of contents
- Include appropriate internal navigation
- Maintain the approved design and visual identity of the Annual Report
- Be compatible with commonly used web browsers and digital devices
- Preserve the quality and integrity of the Annual Report content.
- The service provider must clearly indicate in its quotation the proposed e-book format and technical requirements.

8. PHOTOGRAPHS, IMAGES AND COPYRIGHT

All content, photographs, logos and materials supplied by the Nelson Mandela Museum shall remain the property of the Nelson Mandela Museum or their respective lawful owners.

The service provider shall not use any copyrighted photographs, graphics, illustrations, fonts, templates or other third-party intellectual property without obtaining the necessary rights, permissions or licences.

Where third-party material is used, the service provider must provide evidence of the appropriate licence or permission upon request.

The service provider shall be responsible for ensuring that the final Annual Report does not infringe any third-party copyright, intellectual property or other proprietary rights.

The service provider shall provide the Nelson Mandela Museum with the final approved electronic files and applicable editable/source design files upon completion.

9. Printed Hard Copies

The appointed service provider shall also produce and deliver thirty (30) hard copies of the final approved Annual Report.

The printed copies shall be produced in accordance with the approved final artwork and the following minimum specifications:

- Quantity: 30 copies
- Size: A4
- Inner pages: 120 gsm matt paper
- Colour pages: 20 pages in full colour, with the remaining pages in monochrome, as determined by the final approved layout
- Cover: 310 gsm matt laminated paper
- Cover printing: Full colour
- Binding: Professional binding suitable for an official Annual Report
- Finishing: Professional trimming and finishing
- Delivery: All 30 copies must be packaged appropriately and delivered to the Nelson Mandela Museum.
- The service provider shall submit the final electronic proof to NMM for written approval before the printing of the thirty (30) hard copies commences.
- The cost of printing, binding, finishing, packaging and delivery of the 30 hard copies must be included in the bidder's quotation

- No additional printing costs will be accepted where the requirement for 30 copies has been clearly specified in the RFQ.

10. QUALITY REQUIREMENTS

The service provider must ensure that:

- The Annual Report is professionally designed
- All pages are properly aligned and formatted
- Photographs and graphics are of suitable quality
- Text is legible
- Page numbering is accurate
- Tables and graphs are correctly formatted
- There are no unnecessary blank pages
- There are no missing pages or images
- Links and navigation functions are tested before submission;
- The final PDF opens correctly
- The e-book operates correctly
- The final product complies with the approved NMM design and content requirements.
- The service provider shall conduct quality assurance before submitting the final product to NMM.

11. PROOFING AND AMENDMENTS]

Submit draft versions of the Annual Report for review and approval by NMM;

Incorporate reasonable amendments, corrections and comments identified by NMM during the design and proofing process;

Ensure that all approved amendments are correctly incorporated into the final electronic and print-ready versions;

Submit the final proof to NMM for written approval before printing commences;

Ensure that the final approved electronic version and the thirty (30) hard copies are identical in terms of approved content, layout, photographs, pagination and overall design;

Provide the final approved Annual Report in high-resolution PDF, web/digital-optimised PDF and e-book format;

Prepare the final approved artwork in a print-ready format for production of thirty (30) hard copies;

Print and deliver thirty (30) hard copies only after receiving written approval from the designated NMM official.

The final version may only be issued for publication and printing after approval by the designated NMM official.

The service provider shall be responsible for correcting, at no additional cost to NMM, any design, formatting, electronic production or printing errors attributable to the service provider.

Where errors are identified in the printed copies as a result of the service provider failing to reproduce the approved final artwork correctly, the service provider shall, at no additional cost to NMM, reprint the affected copies as reasonably required by NMM.

No printing of the thirty (30) hard copies shall commence without written approval of the final proof by the Nelson Mandela Museum.to NMM.

12. PRODUCTION SCHEDULE AND DELIVERY TIMEFRAME

The appointed service provider shall commence work upon receipt of the official appointment letter and/or purchase order from the Nelson Mandela Museum.

The complete Annual Report design, electronic production and printing of the required hard copies must be completed and delivered within fourteen (14) calendar days from the date of appointment, subject to the timely provision of the required content, photographs, logos, information and feedback by NMM.

The service provider must submit a detailed work schedule indicating the key milestones and proposed completion dates, including:

- Receipt of content and supporting materials from NMM
- Submission of at least three (3) cover design concepts
- Submission of at least three (3) internal page layout concepts
- Approval of cover and internal layout by NMM
- Design development and layout of the Annual Report
- Submission of the draft Annual Report to NMM
- NMM review, comments and amendments
- Submission of the revised Annual Report
- Final proof and written approval by NMM
- Preparation of final print-ready artwork

- Delivery of the final high-resolution PDF
- Delivery of the web/digital-optimised PDF
- Delivery of the final e-book version
- Handover of the editable/source design files
- Printing of thirty (30) hard copies of the approved Annual Report
- Quality inspection of the printed copies; and
- Delivery of all thirty (30) hard copies to the Nelson Mandela Museum.

12.1 Approval Before Printing

Printing of the thirty (30) hard copies shall only commence after the service provider has received written approval from the designated NMM official confirming acceptance of the final proof.

The service provider shall ensure that the thirty (30) printed copies accurately reproduce the final approved electronic version of the Annual Report.

Any printing errors, omissions, incorrect pagination, formatting errors or defects attributable to the service provider shall be corrected and, where necessary, the affected copies shall be reprinted at no additional cost to NMM.

12.2 Delivery

The service provider shall be responsible for the printing, packaging and delivery of all thirty (30) hard copies to the Nelson Mandela Museum.

All costs associated with the design, electronic production, printing, binding, finishing, packaging and delivery of the thirty (30) hard copies must be included in the bidder's quoted price.

13. SERVICE PROVIDER EXPERIENCE AND CAPACITY

The service provider must demonstrate relevant experience in graphic design, Annual Report design, corporate publications, digital publications and/or e-book production.

The bidder should provide:

- Company profile;
- Details of relevant previous projects;
- At least two (2) relevant references;
- Portfolio or examples of similar work;

- Details of personnel who will undertake the assignment;
- Evidence of technical capacity to produce PDF and e-book formats.

14. MANDATORY COMPLIANCE REQUIREMENTS

Bidders will first be assessed for compliance with the mandatory requirements of this RFQ on a

Compliant / Non-Compliant basis.

Only bidders that meet the mandatory requirements will proceed to the 80/20 preference-point evaluation.

14.1 Mandatory Requirements

No.	Mandatory Requirement	Assessment
1	Duly completed and signed SBD 1 – Invitation to Bid	Compliant / Non-Compliant
2	Duly completed and signed SBD 3.3 – Pricing Schedule	Compliant / Non-Compliant
3	Duly completed and signed SBD 4 – Declaration of Interest	Compliant / Non-Compliant
4	Duly completed and signed SBD 6.1 – Preference Points Claim Form, where applicable	Compliant / Non-Compliant
5	Proof of CSD registration	Compliant / Non-Compliant
6	Company profile	Compliant / Non-Compliant
7	Relevant experience information	Compliant / Non-Compliant
8	Portfolio/examples of similar Annual Report, corporate publication, digital publication and/or e-book work	Compliant / Non-Compliant
9	At least two (2) relevant references	Compliant / Non-Compliant
10	Proposed methodology and turnaround plan demonstrating ability to complete the assignment within 14 calendar days	Compliant / Non-Compliant
11	Details of proposed project team/personnel	Compliant / Non-Compliant
12	Evidence of technical capability to produce PDF, e-book and print-ready formats	Compliant / Non-Compliant
13	Confirmation of ability to print and deliver thirty (30) hard copies in accordance with the RFQ specifications	Compliant / Non-Compliant
14	Confirmation that all design, production, printing, binding, finishing, packaging and delivery costs are included in the quotation	Compliant / Non-Compliant
15	Quotation valid for a minimum of 30 days from the closing date	Compliant / Non-Compliant

14.2 Mandatory Deliverables

The bidder must confirm its ability to deliver all requirements specified in this RFQ, including:

- High-resolution PDF
- Web/digital-optimised PDF
- E-book version
- Editable/source design files
- Final approved artwork/design files
- Thirty (30) professionally printed hard copies
- Proofing, amendments and finalisation; and
- Packaging and delivery to NMM.

These requirements will not be scored as functionality. They will be assessed only for mandatory compliance.

14.3 Non-Compliance

A bidder that fails to meet a material mandatory requirement, or fails to submit a compulsory document where the requirement cannot be clarified or remedied in accordance with the applicable SCM framework, may be regarded as non-responsive and may not proceed to the 80/20 evaluation.

SCM shall record the compliance assessment and retain the supporting documentation in the procurement file.

15. SPECIFIC GOALS

APPLICABLE PREFERENCE POINTS ALLOCATION SYSTEM

(1) Points for this shall be awarded for:

- (a) Price (quote validity for **30** days); and
- (b) Specific Goals.
- (c) Where **80** points will be allocated for price and **20** points allocated for specific goals

(2) The following specific goals are applicable to all procurements of a transaction value above **R2 000** and up to **R50 000 000**

- a. The NMM will utilize the following preference criteria;
- i. Service providers within the **OR Tambo region & Eastern Cape**
 - ii. Historically Disadvantaged Individuals (**Women, Youth, and People living with disabilities**)
 - iii. SMMEs

Category		Sub-categories	Specific goals points	Verification documents
Local Supplier	5	OR Tambo supplier	5	CIPC Registration Certificate (CK) or Proof of residence
		Eastern Cape Supplier	4	
		Anywhere in South Africa	3	
		Non-South African	0	
Women-owned supplier	4	Black African Women	4	CIPC Registration Certificate (CK) and CSD Report
		Non-Black African Women	2	
Youth Owned Supplier	4	Youth Owned (< 35-year-old persons)	4	CIPC Registration Certificate (CK) and CSD Report
		Non-Youth Ownership (> 35-year-old persons)	2	
People living with disabilities	3	People living with disabilities	3	CSD Report
Small Micro, Medium & Enterprises	4	SME – Owned by people with disability	4	Sworn Affidavit (BBBEE Affidavit) CSD Report/
		SME – Black owned	3	Sworn Affidavit (BBBEE Affidavit)

		SME – Other	2	
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16. EVALUATION METHODOLOGY

The quotations will be evaluated in accordance with the applicable procurement framework and the approved requirements of the Nelson Mandela Museum.

Stage 1: Administrative and Mandatory Compliance

Bidders will be assessed against the compulsory returnable documents and mandatory requirements contained in this RFQ.

The assessment will be conducted on a Compliant / Non-Compliant basis.

Only bidders that meet the applicable mandatory requirements will proceed to Stage 2.

Stage 2: Price and Specific Goals

The applicable preference-point system will be:

80 points for Price

20 points for Specific Goals

16.1 Price 80 Points

Price points will be calculated in accordance with the applicable prescribed formula for an 80/20 procurement.

The lowest acceptable comparative price will receive the maximum price points, with the remaining acceptable quotations receiving points in accordance with the prescribed formula.

16.2 Specific Goals 20 Points

Specific-goal points will be awarded in accordance with the specific-goal categories, point allocation and verification documents stated in this RFQ.

Bidders must provide the required supporting documentation to substantiate their specific-goal claims.

Where sufficient evidence is not provided, the applicable specific-goal points may not be awarded.

16.3 Final Score

The total score will be calculated as:

Total Score = Price Points (80) + Specific Goal Points (20)

The bidder achieving the highest total score will be considered for recommendation, subject to the applicable procurement process, approval requirements and delegated authority of the Nelson Mandela Museum.

The evaluation committee shall evaluate bidders only against the requirements and criteria communicated in this RFQ.

17. PRICING REQUIREMENTS

The bidder must submit a fully completed and signed pricing schedule.

All prices must:

- Be quoted in South African Rand (ZAR)
- Include all costs necessary to complete the assignment
- Include VAT where the bidder is VAT registered
- Include design, layout, revisions, electronic production and delivery of all required digital files
- Include all applicable software, production and technical costs
- Remain valid for the period specified in the quotation.
- No additional costs will be accepted for deliverables that are reasonably required to complete the scope of work unless approved by NMM in writing.

18. PRICING SCHEDULE

Item	Description	Qty	Unit Price Excl. VAT	VAT	Total Incl. VAT
1	Annual Report design and layout	1	R	R	R
2	High-resolution PDF production and optimisation	1	R	R	R
3	Web/digital-optimised PDF	1	R	R	R

4	E-book development and production	1	R	R	R
5	Editable/source design files	1 set	R	R	R
6	Proofing, amendments and finalisation	1	R	R	R
7	Printing of Annual Report – A4, 120 gsm inner pages, 310 gsm laminated cover	30 copies	R	R	R
8	Binding, finishing and packaging of printed Annual Reports	30 copies	R	R	R
9	Delivery of printed Annual Reports to NMM	1	R	R	R
	TOTAL QUOTED PRICE		R	R	R

19. FINANCIAL ARRANGEMENTS

The service provider must include VAT in the quotation if VAT registered.

The service provider must be aware that the Nelson Mandela Museum operates on a payment-after-service-rendered basis.

No upfront payment or deposit will be made.

Payment will be processed following satisfactory completion and acceptance of the services and submission of a valid invoice and all required supporting documentation.

20. COMPULSORY RETURNABLE DOCUMENTS

Bidders must submit the following documents with their quotations:

Duly completed and signed SBD 1 Invitation to Bid

Duly completed and signed SBD 3.3 Pricing Schedule

Duly completed and signed SBD 4 Declaration of Interest

Duly completed and signed SBD 6.1 Preference Points Claim Form

SBD 8 – Declaration of Bidder's Past Supply Chain Management Practices

SBD 9 – Certificate of Independent Bid Determination

Proof of CSD registration

Company profile

Relevant experience information

Portfolio/examples of similar work

References/reference letters as required under the mandatory compliance requirements

Proposed methodology and turnaround plan

Details of proposed project team/personnel

Specific-goal verification documents.

Failure to submit a compulsory returnable document by the closing date and time may result in the quotation being deemed non-responsive, subject to the applicable SCM framework and the nature of the document concerned.

21. CSD REQUIREMENT

The service provider must be registered on the Central Supplier Database (CSD).

NMM reserves the right to verify the supplier's CSD information independently.

The supplier's tax compliance and other relevant registration information will be verified through the applicable systems and processes.

22. QUOTATION VALIDITY

Quotations must remain valid for a minimum period of 30 days from the closing date, unless otherwise stated by NMM.

23. SUBMISSION OF QUOTATIONS

All quotations and accompanying documentation must be submitted electronically to:

Email: supplychain@nelsonmandelamuseum.org.za

Quotations submitted to an incorrect email address may not be considered.

No faxed or hand-delivered quotations will be accepted.

The subject line of the email should clearly state RFQ NO

The bidder remains responsible for ensuring that its quotation and all supporting documentation are successfully received before the closing date and time.

24. CLOSING DATE

Closing Date: 24 August 2026

Closing Time: 12H00

Late submissions will not be considered, subject to the applicable SCM requirements.

25. ENQUIRIES

All communications, enquiries and requests for clarification relating to this RFQ must be directed to the designated officials below.

FOR BID ADMINISTRATION & SERVICE PROVIDER SPECIFICATIONS	
Ms A. Mashologu	
Tel: 047 501 9528	
Email: Akhona@nelsonmandelamuseum.org.za	
SCM Specialist	
Technical Enquiries:	
Ms. A. Jara	
Tel: 047 501 9514	
Email: Amanda@nelsonmandelamuseum.org.za	
Executive assistant	

26. CONFIDENTIALITY

The appointed service provider shall treat all information supplied by the Nelson Mandela Museum as confidential and shall not disclose or use such information for any purpose other than the performance of the services.

The service provider must comply with all applicable confidentiality and information-protection requirements.

27. POPIA AND DATA PROTECTION

Where the service provider processes personal information on behalf of the Nelson Mandela Museum, the service provider must comply with the Protection of Personal Information Act, 2013 (POPIA), and all applicable NMM information-security and confidentiality requirements.

The service provider shall not use personal information, photographs or other information supplied by NMM for purposes unrelated to the Annual Report without prior written approval.

28. INTELLECTUAL PROPERTY AND HANDOVER

Upon completion and acceptance of the project, the service provider shall hand over to NMM:

- Final approved PDF
- Web/digital-optimised PDF
- Final e-book
- Editable/source design files

Relevant artwork and design assets, subject to third-party licensing restrictions

Any other files reasonably required for future updating or reproduction of the Annual Report.

The service provider may not publish or use the final Annual Report or NMM materials for promotional purposes without prior written approval from NMM.

29. CONTRACT MANAGEMENT AND ACCEPTANCE

The appointed service provider shall be required to comply with the terms and conditions contained in the official appointment, purchase order and/or contract issued by NMM.

The designated NMM official will monitor delivery and approve the final deliverables.

Payment will only be processed after:

- The services have been satisfactorily completed
- The final deliverables have been reviewed and accepted
- Required supporting documentation has been submitted and
- valid invoice has been received and processed in accordance with NMM SCM procedures.

30. RIGHT TO AMEND OR WITHDRAW THE RFQ

The Nelson Mandela Museum reserves the right to amend, modify, cancel or withdraw this RFQ, in whole or in part, at any stage prior to award, in accordance with the applicable procurement framework, without incurring liability to compensate or reimburse any respondent for costs incurred in preparing or submitting a quotation.

31. DECLARATION

The bidder confirms that all information submitted in response to this RFQ is true and correct and acknowledges that the Nelson Mandela Museum reserves the right to verify information submitted.

The bidder further acknowledges that any material misrepresentation may result in disqualification and/or appropriate action in accordance with applicable legislation and NMM SCM requirements.

Signed by: Mandisi Msongelwa CA(SA)
Signed at: 2026-08-18 10:42:47 +02:00
Reason: Witnessing Mandisi Msongelwa



Mr. Mandisi Msongelwa CA (SA)
Acting Chief Executive officer
Nelson Mandela Museum

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER: CLOSING DATE: CLOSING TIME:

DESCRIPTION

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION
NUMBER

SUPPLIER
COMPLIANCE STATUS

TAX
COMPLIANCE
SYSTEM PIN:

OR

CENTRAL
SUPPLIER
DATABASE
No:

MAAA

ARE YOU THE
ACCREDITED
REPRESENTATIVE IN
SOUTH AFRICA FOR
THE GOODS
/SERVICES
OFFERED?

☐ Yes ☐ No
[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED
SUPPLIER FOR THE GOODS
/SERVICES OFFERED?

☐ Yes ☐ No
[IF YES, ANSWER THE
QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF THE BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:

CLOSING TIME CLOSING DATE:

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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

R.....
R.....
R.....
R.....
R.....

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

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

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

R..... days
R..... days
R..... days
R..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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

..... R.....
..... R.....
..... R.....
..... R.....

TOTAL: R.....

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Bid No.:

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
.....
7. Estimated man-days for completion of project
.....
8. Are the rates quoted firm for the full period of contract?
*YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

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 interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, 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

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, 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 so, 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 consortium² 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

² 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.

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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	
	

DECLARATION OF TENDER'S SUPPLY CHAIN MANAGEMENT PRACTISES(SBD8)

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This State Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by state entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the state entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars: _____		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes ☐	No ☐
The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.			
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the bidder any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS

DECLARATION FORM TRUE AND CORRECT.

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
AGAINST ME. SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION(SBD9)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This State 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 National Treasury Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the organ of the state or has committed any improper conduct in relation to such system; and
 - c. cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the 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 State Entity)

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 understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder