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Incorporating the satellites: | Insluitend die satelliete:
Oliewenhuis Art Museum | Oliewenhuis-kunsmuseum
Freshford House Museum | Freshford-huismuseum
First Raadsaal | Eerste Raadsaal
Wagon Museum | Waenhuismuseum
Florisbad Research Station | Florisbad-navorsingstasie

an agency of the

Department of Sport, Arts and Culture

RFQ	Provision of Gardening services at Oliewenhuis Art Museum
RFQ No BB	
ISSUE DATE	01 March 2023
CLOSING DATE	10 March 2023
CLOSING TIME	18h00

REQUEST FOR A QUOTE FOR EXPERIENCED SERVICE PROVIDER TO PROVIDE GARDENING SERVICES AT OLIEWENHUIS ART MUSEUM

1. Background to the National Museum

The National Museum - a natural history, cultural history and art museum was established in 1877 and is a declared cultural institution, which resorts under the Department of Arts and Culture and is governed by a council. The mission of the National Museum is to provide heritage resources and an enjoyable experience to all people through quality research, conservation, education, and exhibitions.

2. Purpose

The Museum is looking for a qualified service provider to provide gardening services at Oliewenhuis Art Museum.

3. Scope of Service

The Gardeners shall be responsible for the following duties at Oliewenhuis Art Museum:

- The Contractor is to render professional garden services, maintaining the gardens at Oliewenhuis Art Museum, Bloemfontein.
- Four full-time gardeners are needed from Monday to Friday (working a 7.75h shift) at Oliewenhuis Art Museum. The Contractor will employ gardeners that possess competencies to carry out the scope of work. Labour must be supervised and coincide with Museum hours. At least one of the gardeners needs to be able to communicate fluidly in English and to act as Supervisor to the other gardeners.
- The contractor needs to provide all equipment necessary to render professional garden services. Equipment must be appropriate to the conditions and it should be noted that no electricity is available in the gardens.
- The contractor needs to establish a quality assurance program to provide objective feedback on organisational control and performance.
- Government property will be respected and damage caused by the contractor or his / her personnel negligence, the cost of repair will be for the contractor's account.
- The contractor's personnel must be identified by appropriate uniforms provided by the Contractor.

General cleaning and neatness of gardens:

- Daily cleaning of the African Carousel at Oliewenhuis Art Museum according to instructions.
- Daily cleaning of outside ashtrays and rubbish bins.
- Daily picking up and removal of litter and rubbish from lawns, beds, roads, footpaths, bushes and all the dustbins and paved areas daily and when there is functions in the Reservoir and Gazebo the refuse of the function also needs to be removed to the Sprico bin on site.

- All litter and rubbish is to be removed to a central point on the site as determined by Oliewenhuis Art Museum.
- All ponds, water features and water containing hard landscape must be cleaned of any leaf litter or rubbish at least twice a week or more often if necessary.
- The raking of the premises (leaves, etc.) and sweeping of the path ways and all tiled/ paved outside areas at least once a week or as necessary, this includes the Terrace *stoep*, Gazebo floor, Lapa floor, Reservoir paved areas and Main Buildings *stoepe*. Washing of paving and *stoepe* around Terrace Restaurant once a week or more if requested.
- Swept up leaves and other appropriate organic material (e.g. cut up branches) must be worked into beds as compost and mulch.
- All additional garden refuse (e.g. weeds) must be removed to the garden refuse area at the end of each day.
- The garden refuse area, including the area around the Sprico bin must be kept neat and clean of litter at all times.
- Removal of litter or garden refuse dumped at unauthorized places will be removed on the contractors account.
- All roads, footpaths and paved areas must be kept free of weeds and grass.
- The weeds/grass must be hoed out or destroyed by careful application of approved and selected herbicides.
- The application of herbicides must be done in consultation with Oliewenhuis Art Museum and only after Oliewenhuis Art Museum has approved the dates and method of application.
- The Art Bank garden must be cleaned every second week.
- The pavement outside next to the fence must be cleaned weekly by picking up and removing litter and rubbish and removing weeds from the 2 aloe beds at the gate and ensuring the 2 guard stations is clean.

Irrigation and watering of garden is part of the contract and the contractor need to have knowledge of the irrigation system and how to fix the problems with it.

- Where drought conditions exist, the Contractor has to apply as much water as restrictions allow.
- The operation of electronic irrigation control boards will be checked monthly and any malfunctions must be reported to Oliewenhuis Art Museum.
- Spray heads and sprinklers will be checked monthly and any malfunctions must be repaired or if not possible reported to Oliewenhuis Art Museum.
- All minor repairs to installed irrigation networks are done by the contractor, more complicated repairs to be done by Contractor appointed by Oliewenhuis Art Museum.

Maintenance of lawn areas

Specifications relating to mowing of lawn and trimming of lawn edges:

- The grass must be cut with a lawnmower to a constant height of 30mm as necessary.
- Uneven mowing must be avoided.
- The edges of the lawns as well as around obstructions must be cut with a mechanical edge cutter (nylon line type) to a constant height of 50mm.
- Special care must be taken when working around sculptures and grass must be removed by using sheep shears.
- If any lawn area appears shaved or uneven due to incorrect cutting, the contractor will be responsible to re-grade the area to the correct levels.
- All grass cuttings must be collected and removed at the end of each day to the garden refuse area.
- Care must be taken that no trees, fences, irrigation etcetera are damaged during the mowing of the grass.
- All refuse accumulated during mowing of the lawns must be removed form site weekly.
- All lawn areas must be kept free of weeds at all times. Constant checking and eradication of weeds to be undertaken.
- Hand weeding is to be carried out on a regular basis and all root growth must be removed.
- Broad leave weeds are to be controlled utilizing the correct herbicides as provided by the Museum. Application of herbicides must be done in consultation with Oliewenhuis Art Museum.
- Herbicides to be applied in accordance with the manufacturer's specifications and are to be carried out by a competent person.

- All refuse accumulated during weeding of the lawns, must be removed to garden refuse area.
- Fertilizer, provided by the Contractor will be applied during the growing season or as requested.

Maintenance of areas with shrubs, roses, perennial and tuberous plants (beds)

- New plants and seedlings (provided by the Museum) and transplanting of plants will be done as per request Oliewenhuis Art Museum.
- General pruning is to be carried out throughout the year.
- Shrubs will be pruned as directed by Oliewenhuis Art Museum.
- Judiciously remove dead and excessive material, in particular the dead flowers and leaves of the roses, perennial and tuberous plants. This should be worked into beds as compost and mulch if appropriate or be taken to the garden refuse area.
- All areas must be kept free of weeds and grass at all times by means of hand weeding.
- Care must be taken to avoid damage to sculptures, plants and plant roots during the cultivation process.
- Cultivate to ensure a loose surface with no compaction up to a depth of 50mm.
- The edges of beds (i.e. beds that occur in the lawns) must be cut.
- Roses shall be pruned the last week in July / first week in August according to correct horticultural practices.
- Fertilizer, provided by the Contractor will be applied during the growing season or as requested

Maintenance of trees

- All dead and undesired branches and dead and undesired trees up to 3m must be removed as requested by Oliewenhuis Art Museum.
- The water basins around new trees are to be kept free of weeds and grass at all times.
- Mature trees from stem size 75mm in diameter and larger do not require water basins.
- Trees to be planted will be provided by Oliewenhuis Art Museum and should be planted by the Contractor according to specifications.
- Under no circumstances may a mechanical edge cutter (nylon line type) be used around the base of trees with a tree guard. Any tree damaged in this manner due to negligence will have to be replaced by the Contractor at his expense.

Cleaning and maintenance of the walking trails

- Weekly: Litter and rubbish must be removed from walking trails and rubbish bins on trails emptied.
At least every second month or more often if necessary:
- All walking trails, as shown on site, must be cut open to a width of 1.2m.
- Shrubs and trees forming canopies above the trails must be cut back to 1.8m, ensuring that public using the trails will be able to walk freely underneath the plants.
- Invasive vegetation must be cut down and material should be removed from site.
- Stumps and roots should be treated chemically, where needed, to prevent new growth on the plants.
- New seeds, succulents or plantlets sprouting must be removed / treated on a monthly basis to ensure no spreading of the invasive species.

Cleaning and maintenance of the fire belt (3m area inside the fence surrounding the natural vegetation area around Oliewenhuis Art Museum) at least once a month or more often if necessary.

- The terrain perimeters must be cleared to a width of 3m of all organic material on a monthly basis leaving the area clean and clear.
- The litter and refuse in this area should be collected and removed from site every second week.
- Overhanging branches are cut back and the material must be removed from terrain immediately.

8.25. Where drought conditions exist, the Contractor has to apply as much water as restrictions allow.

8.25.1 Government property will be respected and damage cause by the contractor or his/her personnel will be reported to the Director of the National Museum immediately. If negligence can be proved, the cost of repair will be for the contractor's account.

- 8.25.2 The contractor's personnel will not be a disturbance on the terrain and must be identified by the uniforms.
- 8.25.3 When available, restrooms and storerooms may be utilized by the contractor and his personnel. These facilities will be kept neat, tidy and securely locked at all times.
- 8.25.4 Water and electricity will be consumed optimally without wastage and only for the purpose of maintaining the terrain.

9. UNIFORM

The **service provider** shall ensure that each member of his/her Garden personnel will **at all times** when on duty, be fully equipped in respect of the following:

9.1 A neat and clearly identifiable uniform of the company, which will include matching raincoats, safety boots and overcoats, (General worker gear)

No other clothing, other than the prescribed uniform, will be allowed.

8.2 Clear identification card of the company with the member's photo, identity and file number on it,

8.3 Safety and protective clothing and reflector jackets must be provided.

10. REGISTERS

The service Provider shall ensure that the Garden duty roaster is provided at all times:

11. GENERAL REQUIREMENTS

The tenderer must submit a recent clearance certificate obtained from SAPS Criminal Record Centre, (at his/her own expense) to the Museum in respect of all personnel he/she supplies to render the service, within a month (30 days) after commencement of the service.

12. CONTACT WITH MUSEUM'S REPRESENTATIVE

12.1 The Site Manager or Supervisor must immediately report any abnormal and or noteworthy incident to the Museum's Representative who in turn will inform Top Management.

12.2 A meeting, where formal discussions can be held between the Museum's Representative and Contractors Supervisor/Manager or Contractor himself/herself, must be held at **least once a month or when the need arise**. Minutes of the meeting must be kept by the Museum.

13. PRICING SCHEDULE FOR GARDENING SERVICES

13.1 It must be noted that the bid price must be inclusive of all costs, calculated on a monthly fee including VAT.

13.2 Bidders are requested to submit their price quotes, which require prices to be quoted on a fixed price basis for the duration of the contract.

14. PAYMENTS

PRO-RATA DECREASE OF PAYMENT (General Conditions of Contract (GCC)),

14.1. It must be noted that the Museum only pay for the service rendered.

15.2 Payment for the services rendered shall be made directly into the service providers' bank account, within thirty (30) days after receipt of the original invoice.

14.3 All amounts payable in terms of this Agreement shall be inclusive of VAT. The service provider shall provide the Museum with proof of registration as VAT vendor.

15. TERMINATION OF SERVICE

15.1 The stipulations of the General Conditions of Contracts and procedure apply in particular to cases of failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered.

15.2 Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Representative of the Museum.

15.3 Should the contractor alienate his rights and liabilities in terms of this contract, he/she should notify the Museum immediately so that the necessary steps for the ceasing of the contract can be taken.

4. Compulsory requirements

4.1.1 Service Provider must have at least 3 years' experience in gardening

4.1.2 Service Provider must provide the detailed CV(s) of gardeners.

4.1.3 Service Provider must provide a list of 3 contactable references of organizations where they conducted similar services in the past.

4.1.5 Service provider must submit the SBD 4, 8 & 9 Forms signed and completed. BBBEE certificate or Declaration.

4.1.7 CSD registration and tax clearance

5. Price and Preference Points Evaluation

	Preference Points Criteria	Points Allocation
1	Price	80
2	Broad – Based Black Economic Empowerment (BBBEE)	20
	Total Points	100

6. Bid Evaluation.

The National Museum may subject all bidders to a three stage evaluation process, i.e.

5.1 Pre-screening, i.e. determination of compliance to compulsory requirements. The will be required to pass pre-screening to be eligible for further evaluation.

5.2 Technical assessment, measurement of capability. The bidder will be required to obtain a minimum of 60 points in order to be eligible for preferential procurement evaluation.

5.3 Preferential procurement calculation 80/20, whereby 80 is for price and 20 points for BBBEE points.

7. Technical Assessment

CRITERIA	1	2	3	4	5	WEIGHT	TOTAL
A. Minimum of 3 years' experience and expertise in the field of (horticultural) gardening within Government, Parastatal or Private Sector within the borders of South Africa. Score 1 to 5 1 – below 1 year 2- from 1 to 2.9 years 3 – 3 to 4.9 years						20	

4 – 5 to 6.9 years plus 1 year experience in gardening in Free State environment 5– 7 and more plus 2 years experience in gardening in Free State environment						
B. Three (3) contactable references (letters of testimonial) and also indicates the value of the contract and date in which it was executed. Score 1 to 5 1 – below 1 year 2- from 1 to 2.9 years 3 – 3 to 4.9 years 4 – 5 to 6.9 years 5– 7 and more					20	
C. Locality of offices: Provide proof of existence of offices e.g. Municipality account/bill, own vehicle and equipment Score 1 to 5 1– location from 1000km and above away from Bloemfontein. 2- location of bidder 500 to 999 kms away from Bloemfontein 3– location of bidder between 200 and 499 kms away from Bloemfontein 4– location of bidder in any Free state town 5– location of bidder in Mangaung, Bloemfontein					60	

8. Price

The service provider must indicate costing fee in the table below;

Scope of work	Monthly Cost	Cost for 3 months
Gardening services per month incl. VAT	R_____	R_____

9. BBBEE Assessment

Preferential procurement calculation 80/20, whereby 80 is for price and 20 points for BBBEE points.

1	20
2	18
3	16
4	14
5	12
6	10
7	8
8	6
Non – contributor	0

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity
Number:.....
.....

2.3 Position occupied in the Company (director, trustee,
shareholder², member):
.....
.....

2.4 Registration number of company, enterprise, close corporation, partnership
agreement or trust:
.....
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

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

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

.....

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

..... Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

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

2.9.1 If so, furnish particulars.

.....

.....

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

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature Date

.....
 Position Name of bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)? 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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS 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 BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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