

DTI Campus, Mulayo (Block C) 77 M eintjies Street, Sunnyside, Pretoria

RFP/Q DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE ONCE OF SUPPLY OF THIRTY-FIVE (35) TABLETS TO THE COMPETITION COMMISSION			
ISSUED BY	The Competition Commission 77 Meintjies Street DTI Campus Block C Sunnyside Pretoria 0002			
RFP / Q NUMBER	RFQ5910/2122			
ISSUE DATE BRIEFING SESSION	08 NOVEMBER 2021 N/A			
BID CLOSING DATE	12 NOVEMBER 2021			
BID CLOSING TIME	11:00am			
EVALUATION CRITERIA	Price Quotation YES NO			
(Indicate applicable)	Mandatory Requirements	Х		
	Functionality			
	80/20 Preference Points System	X		
BID VALIDITY PERIOD	30 DAYS			
SUBMISSION OF BIDS	seforak@compcom.co.za			
SUBMISSION OF INVOICES	invoice@compcom.co.za			
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			



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exceed R50 000 000 Million. The evaluation must be objective in order 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

competition commissi	on
	DAT

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DATE:

1. Background to Competition Commission South Africa

The Competition Commission (Commission) is a statutory body constituted in terms of the Competition Act, No. 89 of 1998 (the Act). It is one of three, independent competition regulatory authorities established in terms of the Act, with the other two being the Competition Tribunal and the Competition Appeal Court. The Commission is empowered by the Competition Act to investigate, control and evaluate restrictive business practices, abuse of dominant positions, mergers, undertake market inquiries and advocacy in order to achieve equity and efficiency in the South African economy.

2. Specifications and / or Terms on Reference

D	ESCRIPTION		
Product: Description	Quantity	Unit Price	Total
Tablets 10 Liquid Retina display 10.9-inch (diagonal)	35		
Size : 256 GB			
Operating system: iOS 15			
Wi-Fi & 4G capable			
Colour: No preference			
Smart keyboard folio	35		
Pencil (2nd generation)	35		
TOTAL BID PRICE EXCL OF VAT	R		
VAT (if applicable)	R		
TOTAL BID PRICE INCL OF VAT	R		



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3. Contract Duration (If Applicable)

N/A

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.

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 points for BBBEE.

Most Recent CSD Report

Fully completed and signed SBD forms



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south africa General Conditions of Contract must be initialed per page Quotation inclusive of all applicable taxes

5. Additional Mandatory Requirement (NOT APPLICABLE IN THIS BID)

6. Functionality Evaluation Process (NOT APPLICABLE IN THIS BID)

The evaluation criteria for the assessment of the proposals will be based on both qualitative and financial aspects of the proposal.

7. Price And B-BBBEE 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	BBBEE Level Contributor	20
accredited verification agencies		
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 Preferential Procurement Regulations, 2017.

8. Terms and Conditions



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- 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 effected 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.
- 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)



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- 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



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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 a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by 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.



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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, shareholder ²):
2.4	Company Registration Number:
2.5	Tax Reference Number:
2.6	VAT Registration Number:
2.6.1	The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.
²″Share	 '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. holder" means a person who owns shares in the company and is actively involved in the management of the prise or business and exercises control over the enterprise.
2.7 2.7.1	Are you or any person connected with the bidder presently employed by the state?YES/NOIf 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:
2.7.1	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO
2.7.1.1	If yes, did you attached proof of such authority to the bid document? YES / NO



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

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

Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

- 2.7.2 If so, furnish particulars:
- 2.8 Do you, or any person connected with the bidder, have 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? **YES / NO**
- 2.9.1 If so, furnish particulars.
- 2.10 Are you, or any person connected with the bidder, 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?
 YES / NO

2.10.1 If so, furnish particulars.

- 2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**
- 2.11.1 If so, furnish particulars:

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

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



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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 IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder



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> > SBD 6.1

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.



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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;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise 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;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- "QSE" means a qualifying small business enterprise 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;
- (*j*) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

80/20

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

or

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$
 or $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid



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south africa POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

below:

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points) (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	appli	cable	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:



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Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	v	V
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.

[TICK APPLICABLE BOX]

- 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



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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;

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- 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	SIGNATURE(S) OF BIDDERS(S)
2	
<i>L</i>	



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> > SBD 8

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	Is the bidder or any of its directors listed on the National Treasury's Database of	Yes	No
	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 audi alteram partem rule was applied). The		
	Database of Restricted Suppliers now resides on the National Treasury's		
	website(<u>www.treasury.gov.za</u>) and can be accessed by clicking on its link at the		
	bottom of the home page.		
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	Yes	No
7.2	terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12	\square	
	of 2004)? The Register for Tender Defaulters can be accessed on the National		
	Treasury's website (<u>www.treasury.gov.za</u>) 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	Yes	No
	outside of the Republic of South Africa) for fraud or corruption during the past five		
	years?		
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the	Yes	No
	past five years on account of failure to perform on or comply with the contract?	\square	
4.4.1	If so, furnish particulars:		



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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



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> > that:

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: ______

(Bid Number and Description):

in response to the invitation for the bid made by (Name of Institution) THE COMPETITION COMMISSION SA

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

I certify, on behalf of (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.



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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

Name of Bidder

Date



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GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

Notes	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.
General	The following terms shall be interpreted as indicated:
Conditions of	1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
Contract	1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the
Definitions	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 submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder
	of the benefits of free and open competition.
	1.14 "GCC" means the General Conditions of Contract.
	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.
	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.
	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.
	1.18"Manufacture" means the production of products in a factory using labour, materials, components and machinery
	and includes other related value-adding activities.
	1.19"Order" means an official written order issued for the supply of goods or works or the rendering of a service.



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	1.20 "Project site," where applicable, means the place indicated in bidding documents.
	1.21 "Purchaser" means the organization purchasing the goods.
	1.22 "Republic" means the Republic of South Africa.
	1.23 "SCC" means the Special Conditions of Contract.
	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.
	1.25"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
Application	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.
General	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.
Standards	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
Use of	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or
contract	any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection
documents	therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure
and	to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes
information;	of such performance. The supplier shall not, without the purchaser's prior written consent, make use of any document
inspection	or information mentioned in GCC clause except for purposes of performing the contract. Any document, other than the
mspection	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
i atent ngnts	industrial design rights arising from use of the goods or any part thereof by the purchaser.
Performance	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser
security	the performance security of the amount specified in SCC. The proceeds of the performance security shall be payable to
security	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,	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
tests and	to be rendered should at any stage during production or execution or on completion be subject to inspection, the
analyses	premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the
anaryses	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
	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
	supplier. Supplies and services which do not comply with the contract requirements may be rejected. Any contract



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	south africa with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the s	unnliers cost
	and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, witho supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be nece expense of the supplier. The provisions shall not prejudice the right of the purchaser to cancel the contract of a breach of the conditions thereof, or to act in terms of clauses of GCC.	out giving the essary at the
Packing	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration of to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of final destination and the absence of heavy handling facilities at all points in transit. The packing, n documentation within and outside the packages shall comply strictly with such special requirements as shall	ut limitation, sit, and open of the goods' marking, and
	provided for in the contract, including additional requirements, if any, specified in SCC, and in any 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. T shipping and/or other documents to be furnished by the supplier are specified in SCC. Documents to be s the supplier are specified in SCC.	
Insurance	The goods supplied under the contract shall be fully insured in a freely convertible currency against los incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the	-
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, spe including a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed op maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service sha the supplier of any warranty obligations under this contract; and (e) training of the purchaser's perso supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied charged by the supplier for incidental services, if not included in the contract price for the goods, shall be in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplie services.	(b) furnishing berations and maintenance all not relieve onnel, at the goods. Prices agreed upon
Spare parts	As specified in SCC, the supplier may be required to provide any or all of the following materials, notif information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the may elect to purchase from the supplier, provided that this election shall not relieve the supplier of a obligations under the contract; and (b) in the event of termination of production of the spare parts: notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to pro requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, d specifications of the spare parts, if requested	he purchaser any warranty : (i) Advance ocure needed
Warranty	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or cur and that they incorporate all recent improvements in design and materials unless provided otherwise in The supplier further warrants that all goods supplied under this contract shall have no defect, arising materials, or workmanship (except when the design and/or material is required by the purchaser's specificat any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditio in the country of final destination. This warranty shall remain valid for twelve (12) months after the goods, o thereof as the case may be, have been delivered to and accepted at the final destination indicated in the co eighteen (18) months after the date of shipment from the port or place of loading in the source countr period concludes earlier, unless specified otherwise in SCC. The purchaser shall promptly notify the supplier any claims arising under this warranty. Upon receipt of such notice, the supplier shall, within the period spec and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the pu proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without any other rights which the purchaser may have against the supplier under the contract.	the contract. from design, tions) or from ons prevailing or any portion ontract, or for ry, whichever r in writing of ecified in SCC purchaser. If urchaser may
Payment	The method and conditions of payment to be made to the supplier under this contract shall be specified supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon to other obligations stipulated in the contract. Payments shall be made promptly by the purchaser, but in no cat thirty (30) days after submission of an invoice or claim by the supplier. Payment will be made in Rand unle stipulated in SCC.	fulfillment of ase later than

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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	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the
amendments	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 canceling 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
Penalties	 contract and without prejudice to his other rights, be entitled to claim damages from the supplier 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 or 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 asso



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	contemplated in sections 12 or 13 of the Prevention and Comb may also rule that such person's name be endorsed on the Re been endorsed on the Register, the person will be prohibited fr less than five years and not more than 10 years. The Nation restriction and each case will be dealt with on its own merits. open to the public. The Register can be perused on the Nationa	gister for Tender Defaulters. When a person's name has om doing business with the public sector for a period not nal Treasury is empowered to determine the period of According to section 32 of the Act the Register must be
Anti-dumping and countervailing duties and rights	When, after the date of bid, provisional payments are required, the amount of a provisional payment or anti-dumping or coun subsidized import, the State is not liable for any amount so requ When, after the said date, such a provisional payment is no lon right is abolished, or where the amount of such provisional pay difference shall on demand be paid forthwith by the contractor moneys (if any) which may otherwise be due to the contract or ar to him.	or antidumping or countervailing duties are imposed, or tervailing right is increased in respect of any dumped or uired or imposed, or for the amount of any such increase. ger required or any such anti-dumping or countervailing ayment or any such right is reduced, any such favorable to the State or the State may deduct such amounts from r in regard to supplies or services which he delivered or
Force Majeure	Notwithstanding the provisions of GCC Clauses, the supplier sha damages, or termination for default if and to the extent that I obligations under the contract is the result of an event of force shall promptly notify the purchaser in writing of such condition purchaser in writing, the supplier shall continue to perform it practical, and shall seek all reasonable alternative means for pe	his delay in performance or other failure to perform his majeure. If a force majeure situation arises, the supplier and the cause thereof. Unless otherwise directed by the s obligations under the contract as far as is reasonably
Termination for insolvency	The purchaser may at any time terminate the contract by givir bankrupt or otherwise insolvent. In this event, termination will such termination will not prejudice or affect any right of action the purchaser.	be without compensation to the supplier, provided that
Settlement of Disputes	If any dispute or difference of any kind whatsoever arises betwe arising out of the contract, the parties shall make every effort t consultation. If, after thirty (30) days, the parties have failed consultation, then either the purchaser or the supplier may giv with mediation. No mediation in respect of this matter may be c Should it not be possible to settle a dispute by means of medi Mediation proceedings shall be conducted in accordance Notwithstanding any reference to mediation and/or court proc their respective obligations under the contract unless they other any monies due the supplier.	to resolve amicably such dispute or difference by mutual I to resolve their dispute or difference by such mutual e notice to the other party of his intention to commence ommenced unless such notice is given to the other party. iation, it may be settled in a South African court of law. with the rules of procedure specified in the SCC. seedings herein, (a) the parties shall continue to perform
Limitation of liability	Except in cases of criminal negligence or willful misconduct, and supplier shall not be liable to the purchaser, whether in contra- loss or damage, loss of use, loss of production, or loss of profit apply to any obligation of the supplier to pay penalties and/or of the supplier to the purchaser, whether under the contract, price, provided that this limitation shall not apply to the cost of	act, tort, or otherwise, for any indirect or consequential is or interest costs, provided that this exclusion shall not damages to the purchaser; and (b) the aggregate liability in tort or otherwise, shall not exceed the total contract
Governing language	The contract shall be written in English. All correspondence and exchanged by the parties shall also be written in English.	
Applicable law	The contract shall be interpreted in accordance with South Afric	can laws, unless otherwise specified in SCC.
Notices	Every written acceptance of a bid shall be posted to the supplie notice to him shall be posted by ordinary mail to the address fu in writing and such posting shall be deemed to be proper servic documents for performing any act after such aforesaid notice has of such notice.	urnished in his bid or to the address notified later by him e of such notice 31.2 The time mentioned in the contract
Taxes and duties	A foreign supplier shall be entirely responsible for all taxes, st outside the purchaser's country. A local supplier shall be ent incurred until delivery of the contracted goods to the purchase tax matters are not in order. Prior to the award of a bid the certificate, submitted by the bidder. This certificate must be an	irely responsible for all taxes, duties, license fees, etc., r. No contract shall be concluded with any bidder whose e Department must be in possession of a tax clearance



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National	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are
Industrial	subject to the NIP obligation.
Participation Programme	
Prohibition of	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted
Restrictive	practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship
practices	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 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.

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New/ Update Supplier Form					NEW Supplier	UPDATE of Existing supplier details	C	
The Comp	The Competition Commission of South Africa				Х		competitio	commission
Section A								
To be completed by the Sup	plier							
Supplier Name				Address Numb	er (if you are			
				changing exist	ting details)			
Registration Number						ol		
Contact Person						Phone Numbers		
Contact Person						Email		
Signature								
	Section B (To b	e Completed	d for New Suppliers o	or for Old Supplie	rs if changing bar	nking details)		
New Banking Details								
Bank Name			/	Account Number				
Branch Code								
			r	Supporting Documentation	Cancelled Cheque not older than 3	Original Bank Letter not older	Bank Statement not older than 3	
Branch Name				Jocumentation	motnhs	than 3 motnhs	motnhs	
					X			
	Section	C (Adding_A	uthorisng, Capturing	. Review and An	proval on Absa/P	astel)		
For Office Use		re (Adding, A	attionsh ₅ , captainig	, neview and App	stovar off Absa/ r			
				Name		Signa	ature	Date
Supp	Supplier Added By		NICOLE GOUNDER					
Review of suffic	ciency of Banking Details		AMOS MOLEDI					
Approval	Approval of Banking Details		AN	NOS MOLEDI				
** = The approval ishould also done or	n Absa/ Pastel							