

## PROVISION OF EXTERNAL AUDIT SERVICES

TENDER REF: PSA2026/01

CLOSING DATE: 19 JUNE 2026

CLOSING TIME: 12:00

### CONDITIONS FOR COMPLETING BID DOCUMENTS:

If any of the following bid documents, with accompanying supporting documents are not completed, signed, and handed in with your bid by the closing date and time, your bid will be disqualified.

***Please note:***

- Bid Documents **must be** completed on the official bid forms (not to be re-typed), in ink (blue or black).
- No Tippex is allowed. All changes **must be** strike through and a signature applied next to each change.
- All the documentation submitted in response to this tender **must be** in English.
- The service provider should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by PSA regarding to anything arising from the fact that pages are missing or duplicated.
- Mandatory documents as listed below:

Public Servants Association of South Africa NPC

**Head Office**

PSA Head Office, 563 Belvedere Street, Arcadia, Pretoria. PO Box 40404, Arcadia, 0007

**Telephone** (012) 303 6500 **Fax** (012) 303 6652/3 **Website** www.psa.co.za

**Directors** MJ Shiburi TJ Rakaki RD Baloyi Adv J Singh

NM Adams AY Coetsee DV Makhetha ND Maluleke DC Swart-Mocke

**Registration number** 1942/015415/08

Document	Comments	Submitted (Yes / No)
Invitation to Bid	Make sure it is signed.	
Tax Compliance Status / SARS PIN	<b>Valid</b> as at closing date. *	
Proof of Vat Registration (if applicable)	Copy of VAT Registration document ( <i>VAT Registration number showing on the tax compliance status report from SARS will also be acceptable</i> ).	
Quotation	Quotation must be in the firm's letterhead and show total cost for the three (3) years	
Copy of Company / Close Corporation registration documentation / Partnership agreement	Provide copy of: <ol style="list-style-type: none"> <li>1. Certificate of registration</li> <li>2. Certificate of name change (if applicable)</li> </ol>	
Certified ID copies of directors	<b>Original certified copies</b> (not older than three (3) months) must be submitted.	
Proof of Registered Physical Address ( <b>not postal address</b> ). <i>Any of the following must be used:</i> <ul style="list-style-type: none"> <li>• <i>Mobile phone or telephone statement</i></li> <li>• <i>Invoice / statement of municipal rates</i></li> <li>• <i>Lease / Rental invoice</i></li> <li>• <i>Valid TV license renewal letter</i></li> <li>• <i>Insurance policy document from an approved financial institution</i></li> </ul>	Provide a <b>copy</b> , dated no more than three (3) months before 29 May 2026.	
Company Profile	Provide a copy of company profile	
Declaration of Interest (Annexure A)	Must be fully completed and signed	
Certificate of Independent Bid Determination (Annexure B)	Must be fully completed and signed	
Two copies submitted as per <b>Section 3.4.1</b> of this document	<b>1</b> original and <b>1</b> copy	

\* The winning bidder may be required to resubmit valid Tax Compliance Status / SARS PIN, should the PIN expire immediately before tender award.

**1. INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE PUBLIC SERVANTS ASSOCIATION OF SOUTH AFRICA, T/A PSA**

**TENDER NAME: EXTERNAL AUDIT SERVICE**

**TENDER REF NUMBER: PSA2026/01**

**CLOSING DATE: 19 JUNE 2026**

**CLOSING TIME: 12:00**

**DESCRIPTION:** Provision of external audit services for a period of three (3) years.

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BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

**563 Belvedere Street, Arcadia, Pretoria**

Bidders should ensure that bids are in sealed clearly marked envelope(s) and delivered to the correct address. If the bid is late, faxed or emailed, it will NOT be accepted or considered.

The bid box is available during office hours from **07:30 - 15:30**, Monday to Friday.

**THE FOLLOWING PARTICULARS MUST BE PROVIDED:**

**(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER .....

STREET ADDRESS .....

POSTAL ADDRESS .....

CELLPHONE NUMBER ..... TEL NUMBER .....

VAT REGISTRATION NUMBER ..... EMAIL .....

NAME OF SIGNATORY & CAPACITY.....

SIGNATURE OF BIDDER ..... DATE: .....

TOTAL BID PRICE INCLUDING VAT .....

## 2. DEFINITIONS & INTERPRETATION

- 2.1 **“All Applicable Taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 2.2 **“B-BBEE Status Level of Contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“Bid”** means a Bidder’s tendered response to a PSA tender;
- 2.4 **“Bidder”** means a party who has submitted a Bid in response to a PSA tender;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2013 (Act No. 46 of 2013);
- 2.6 **“Comparative Price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“Contract”** means a means a written agreement that establishes rights and obligations of any nature whatsoever, including but not limited to all non-disclosure agreement or any other Contract, which any party concludes or intends concluding with PSA, but excluding all PSA contracts of employment;
- 2.8 **“Contractor(s)”** means a Bidder whose bid has been accepted by PSA;
- 2.9 **“Firm Price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.10 **“Letter of Appointment”** means the written communication by PSA to a winning bidder recording the acceptance by PSA of the bidder’s bid subject to the further terms and conditions to be itemized in the contract;
- 2.11 **“Person”** includes a juristic person;
- 2.12 **“Purchase Order(s)”** means an official order issued by PSA for the supply of goods pursuant to a contract or bid;
- 2.13 **“Rand Value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.14 **“PSA”** shall mean **The Public Servants Association of South Africa NPC**;
- 2.15 **“Goods”** means the items or goods required by PSA, as specified in this tender;
- 2.16 **“Signature date”** and in relation to any contract, means the date of the letter of appointment;
- 2.17 **“Tax Compliance Status / SARS PIN”** means a document that is issued by the South African Revenue Services (SARS) confirming that the natural or juristic person is a compliant taxpayer.
- 2.18 **“Value Add”** means that portion of the bid price not constituting the cost of materials;
- 2.19 **“VAT”** means Value Added Tax in terms of the Value Added Tax Act, 89 of 1991, as amended from time to time;
- 2.20 **“Warranties”** means collectively any and all warranties listed and otherwise (if any) given by the Bidder in term of this bid.
- 2.21 **“Service provider”** also means supplier of goods and or services

### 3. CONDITIONS OF BIDDING

#### 3.1 General

- 3.1.1 This invitation to Tender is not intended to form the basis of a decision to enter into any transaction involving PSA and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter any legal relationship with any person.
- 3.1.2 The Invitation to Tender has been compiled by PSA and is being made available, on the same basis to all Bidders.
- 3.1.3 Bidders submitting a Bid in response to this Invitation to Tender will be deemed to do so on the basis that they acknowledge and accept the terms set out below. Neither PSA nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligation for any costs or expenses incurred by any party in or associated with preparation or submitting a Bid in response to the Invitation to Tender.

#### 3.2 Distribution of Invitation to Tender

- 3.2.1 Distribution of this Invitation to Tender outside of the Republic of South Africa is not allowed.
- 3.2.2 Recipients of this Invitation to Tender may only distribute it to other parties whom they wish to involve, as part of their Bidder consortium in submitting the Bid.

#### 3.3 Proprietary Information

- 3.3.1 PSA considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to PSA. It shall be kept confidential by the Bidder and its officers, employees, agents, and representatives. The Bidder shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of PSA.

#### 3.4 Submission of Bids

- 3.4.1 Bids shall be submitted in **2 copies** (1 original and 1 copy), labelled "**BID: PSA2026/01**". Sealed envelope(s) **must be** placed in the tender box at the RECEPTION AREA as per Section 1. **Invitation to Bid.**
- 3.4.2 Amended bids will not be considered.
- 3.4.3 The name of the bidder and the return address must also be endorsed on the envelope or bid documents.
- 3.4.4 If a courier service company is being used for delivery of the bid document, the bid description **must be** endorsed on the delivery note/courier packaging to ensure that documents are delivered into the bid box.
- 3.4.5 The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document.
- 3.4.6 All Bids **must be** formulated and submitted in accordance with the requirements of this Invitation to Tender. PSA may rely on a Bid as being accurate and comprehensive in relation to the information and proposals provided therein by the Bidders.

- 3.4.7 No entity may be involved, whether directly or indirectly, in more than one Bid in response to the Invitation to Tender. A failure to comply with this requirement may, within the sole discretion of PSA, result in disqualification of the relevant entity.
- 3.4.8 The proposed total cost of the project **must be** clearly indicated including pricing for each year and the total cost of the bid.
- 3.4.9 Kindly note that PSA is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date.
- 3.4.10 **PSA reserves that right not to accept the lowest bid price of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract in terms of outputs and services and is financially advantageous to the PSA.**
- 3.4.11 PSA reserves the right to accept any Bid in whole or in part. Where a Bid is accepted in part, the price shall be adjusted in accordance with the pricing schedule indicated on the Bid.
- 3.4.12 PSA also reserves the right to award this bid to a pure empowerment entity.
- 3.4.13 Upon acceptance of a Bid by PSA, the parties shall be bound by these Terms and Conditions, the GCC, the Special Conditions of Contract and any contractual terms and/or any schedule or otherwise which form part of the Invitation to Tender.
- 3.4.14 The Service Provider shall be required to sign a written Contract / Agreement prior to commencement of the Supply of the goods.
- 3.4.15 The Service Provider shall adhere to the general and special conditions of contract issued with the Invitation to Tender, together with any conditions contained in the Invitation to Tender.
- 3.4.16 Should the Bidder find any conditions unacceptable; it should indicate which conditions are unacceptable and offer amendments/alternative by written submission on its company letterhead. Any such submissions shall be subject to review by PSA who shall determine whether the proposed amendments/alternatives are acceptable or otherwise.

### 3.5 Errors or Omissions in Bids

- 3.5.1 Bidders are advised to ensure that they study the Invitation to Tender carefully prior to the submission of their Bids. The onus rests on the Bidder to ensure that a correct and complete Bid is submitted.
- 3.5.2 PSA will not entertain any request for modifications to the Bid after submission of the Bid or after the Invitation to Tender closing date. The Bidder shall be responsible for all omissions or errors in their Bid and shall bring such omissions or errors to the attention of PSA as soon as they become aware of such.
- 3.5.3 Any correction or addition shall be used to alter the Bid in a material way. If PSA considers that correction of any omission or addition alters the original Bid in a material manner, the Bid shall be rejected without any liability whatsoever on the part of PSA.

### 3.6 Validity Period

- 3.6.1 Responses to this tender, received from Bidders, will be **valid for a period of 60 (sixty) days from the closing date of the tender**. The offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder, unless and until

a definitive Contract and other related transaction documents are concluded between PSA and the Preferred Bidder **by the end of September 2026**.

### 3.7 Tax Compliance Certification Requirements

3.7.1 It is a condition of bid that the tax matters of a bidder **must be** in order.

### 3.8 Enquiries

3.8.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channelled to:  
**Nthato Mapiloko ([nthato.mapiloko@psa.co.za](mailto:nthato.mapiloko@psa.co.za)), before the closing date.**

### 3.9 Modification

- 3.9.1 PSA reserves the right to amend or modify this Invitation to Tender before the closing date or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice and without liability to compensate or reimburse any person.
- 3.9.2 Should PSA amend this Invitation to Tender; amendment will be sent to each Bidder in writing. No oral amendments by any person will be considered or acknowledged.
- 3.9.3 Should the amendment be significant; PSA may at its own discretion extend the closing date of the Tender submission.

### 3.10 Cancellation of Invitation to Tender

- 3.10.1 PSA reserves the right to cancel the Invitation to Tender at any stage up to, and including, the awarding of the Contract.
- 3.10.2 PSA shall not be bound to assign any reason for cancellation and Bidders are not entitled to seek any compensation for the cost or expense of preparing their Bid or negotiating the Contract.

### 3.11 Warranty

3.11.1 By submitting a Bid, the Bidder warrants and represents to PSA that as at the date of submission of the Bid, the Bidder is in possession of all necessary approvals (including, without limitation, certification, registrations, licenses and authorisations) to enter and perform its obligation in respect of the goods required by PSA.

### 3.12 Default

- 3.12.1 PSA may seek the remedies provided for in clauses 3.12.2, should the Bidder, without any reasonable course and after having been awarded the tender, fails to accept the appointment.
- 3.12.2 PSA may, in any of the aforementioned circumstance, and without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Bidder any additional expense incurred by PSA in calling for new offers or in accepting a less favourable offer.
- 3.12.3 PSA shall disqualify a Bid or shall disqualify a Bidder from tendering for any future

PSA business should a Bidder:

- 3.12.3.1 after receiving notice of the acceptance of the tender, fail or refuse to enter the contract when called upon to do so; or
- 3.12.3.2 has acted in a fraudulent or improper manner or in bad faith towards PSA; or
- 3.12.3.3 has made any misleading or incorrect statement; or
- 3.12.3.4 caused PSA damage, or to incur costs in order to meet the Bidders requirements which could not be recovered from the Bidder; or
- 3.12.3.5 has instituted any court proceedings against PSA in bad faith; or
- 3.12.3.6 has been found guilty by a court of law, tribunal or other administrative body for a serious breach of law, during the preceding 5 (five) years.

#### 4. PREFERENTIAL / B-BBEE POINTS

4.1 The table below serves as a guide to claim preferential points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

4.2 Points will be awarded as per the table below:

<b>B-BBEE status of Bidder</b>	<b>Number of points</b>
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

#### 5. SCOPE

##### **Background**

The Public Servants Association of South Africa (PSA) is a registered trade union in terms of the Labour Relations Act 66 of 1995 and a not-for-profit company in terms of the Companies Act 71 of 2008.

The PSA requires the services of a firm of Registered Auditors to perform the annual statutory audit for the period commencing 1 April 2026 up to 31 March 2029 being a three (3) year term. The external audit services provided will be performed in terms of the International Financial Reporting Standards (IFRS); the Companies Act and the Labour Relations Act.

##### **Scope of work**

The appointed audit firm will be required to perform all statutory audit work for PSA, as well as closely related non-audit services as outlined below in line with the requirements of the Companies Act, Labour Relations Act and IFRS. The scope includes, but is not limited to the following:

- Perform statutory audits (interim and final);
- Express an opinion on the financial statements of the PSA;
- Perform any ad hoc audit work as required in order to issue an audit opinion;
- Perform audits of PSA membership numbers as part of Agreed Upon Procedures (AUP);
- Providing management with an audit planning memorandum before commencement of each audit. The memorandum should detail the audit plan, risk areas, fee, etc. The plan will be presented to the Audit and Risk Committee for the approval by the Board of Directors (Board);
- Annual Audit Certificates for the PSA's Agency fees received from different bargaining councils to determine if disbursements are according to guidelines.
- IT Risk audits and assurance;
- Providing management with an assessment, based on audit procedures performed, on the adequacy of internal systems and processes;
- Presentation of audit reports to Audit and Risk Committee and Board;
- Presentation of audit reports at the Annual General Meeting;
- Providing management reports during audits, detailing concerns that require management's attention with recommendations;
- Provide technical assistance and guidance on request;
- Strict adherence to the PSA statutory deadlines,

### **Project Timeline**

The PSA's year end is 31 March of each year. The successful bidder's first audit will be for the financial year starting on 01 April 2026. The last audit being for the financial year ending 31 March 2029.

## **6. EVALUATION CRITERIA**

### **6.1 First stage of evaluation - Mandatory Requirements**

At this stage, the bids received shall be evaluated based on compliance to the required documents and annexures, as per **CONDITIONS FOR COMPLETING BID DOCUMENTS** stated above.

### **6.2 Second stage of evaluation - Functionality**

At this stage, the bidders who passed the first stage of evaluation shall be subjected to the functionality test as per the table below:

<b>FUNCTIONALITY EVALUATION: SCORE ALLOCATION</b>		
	<b>Points / Percentage Weighting</b>	<b>Max Score %</b>
<b><u>Bidder to supply Draft Audit plan (5%)</u></b>	Draft Audit plan submitted = 5% Draft Audit plan not submitted = 0%	5%
<b><u>Ability to supply (30%)</u></b>	<b><u>Maximum of three (3) reference letters from contactable references. where similar service was rendered within the past 36 months, must be submitted. A valid reference letter is one that is on a client's letterhead and explicitly stating what service the bidder rendered.:</u></b>  Each valid reference letter = 10% Each invalid reference letter = 0%	30%
<b><u>Experience of the audit firm (30%)</u></b> (Note: > means more than < means less than yrs = means years)	Firm must be registered with IRBA and: If Firm has >10 yrs' experience = 30% If Firm has > 5 but < 10 yrs' experience = 15% If Firm has < 5 yrs' experience = 0%	30%
<b><u>Experience of Proposed Team (35%)</u></b> <b>1<sup>st</sup> year clerks (max of 2) =&gt; must have CTA</b> <b>2<sup>nd</sup> year clerks (max of 2) =&gt; must have passed Board 1 exam</b> <b>3<sup>rd</sup> year clerks (max of 2) =&gt; must have passed Board 2 exam</b> <b>IT Auditors (max of 2) =&gt; CISA certification</b> <b>Audit Manager (max of 1) =&gt; Must be a qualified CA registered with SAICA</b> <b>Audit Partner (max of 1) =&gt; Must be a qualified CA and have a least 3 yrs' experience as a partner and registered with SAICA</b>	<b><u>Please attach CV's and copies of qualifications</u></b>  Each 1 <sup>st</sup> year clerk: Have CTA = 4%, if not = 0%  Each 2 <sup>nd</sup> year clerk: Passed Board 1 = 3%, if not = 0%  Each 3 <sup>rd</sup> year clerk: Passed Board 2 = 3%, if not = 0%  Each IT Auditors: Have CISA certification = 4%, if not 0%  Audit Manager: Must be CA(SA) = 5%, if not 0%  Audit Partner: Must be CA(SA) with at least 3 yrs experience as a partner = 2%, if not = 0%	8% 6% 6% 8% 5% 2%
<b>Total</b>		<b>100%</b>

**NOTE:** Only bidders that score **70% and above** on the Functionality Evaluation will qualify for the final stage of evaluation.

### **6.3 Final stage of evaluation – Overall final score**

At this stage the bidders that passed the second stage of evaluation. Bidders at this stage will be evaluated on their overall scores for **Price**, **Ability to supply** and **B-BBEE** points allocation, as per the formulae shown below:

1.	<b>Pricing</b>	60%
2.	<b>Ability to supply</b>	30%
3.	<b>B-BBEE status</b>	10%
<b>Total</b>		<b>100%</b>

1. *Formula for awarding score for **Price** shall be:  
(**Lowest Price ÷ Price being Evaluated x 60%**)*
2. *Formula for awarding score for **Ability to supply** shall be:  
(**Total Functionality score awarded at second stage of evaluation x 30%**)*
3. *Formula for awarding score for **B-BBEE status** shall be:  
(**Number of points awarded per Section 4.2 ÷ Maximum points obtainable x 10%**)*

**NB:** For B-BBEE status, the bidder's B-BBEE certificate or Sworn Affidavit will be used to allocate points.

# **ANNEXURES**

## **A: DECLARATION OF INTEREST BY BIDDER**

Tender Name:

Tender ref:

1. Any legal person, including persons employed by PSA or a member of the PSA or persons having a kinship with persons employed by PSA, 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 connected with or related to persons employed by PSA, 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. It is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority.
2. As a Bidder I hereby declare that I, or and parties directly related to me (i.e. relative and friend) have a personal association with an employee at PSA.

<b>Name of PSA employee</b>	<b>Relationship</b>

1. The names of all directors/trustees/stakeholders/members, their individual identity numbers **must be** indicated below:

Full Name	Identity Number

4. I, the undersigned

Full Name of Representative of Bidder: .....

Identity Number: .....

Position: .....

hereby:

4.1 certify that the information provided in this declaration is true, correct and within my knowledge; and

4.2 accept that PSA may reject the bid or, in addition to cancelling the agreement, action may be taken against me should this declaration prove to be false.

Tender name: ..... Tender number: .....

Bidding Company Name: .....

Bidder's Signature: ..... Date: .....

## **B: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Document must form part of all bids 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). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. 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.
4. PSA reserves the right to:
  - 4.1 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.
  - 4.2 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.
5. I, the undersigned, in submitting the accompanying bid as stated below, certify that:
  - 5.1 I have read, and I understand the contents of this Certificate.
  - 5.2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
  - 5.3 I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
  - 5.4 each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
  - 5.5 for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:
    - 5.5.1 has been requested to submit a bid in response to this bid invitation.
    - 5.5.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    - 5.5.3 provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
  - 5.6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
  - 5.7 In particular, without limiting the generality of paragraphs 5.6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- 5.7.1 prices;
  - 5.7.2 geographical area where product or service will be rendered (market allocation);
  - 5.7.3 methods, factors or formulas used to calculate prices;
  - 5.7.4 the intention or decision to submit or not to submit, a bid;
  - 5.7.5 the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 5.7.6 bidding with the intention not to win the bid.
- 5.8 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.
- 5.9 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.
- 5.10 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.

**Tender name:** ..... **Tender number:** .....

**Bidding Company Name:** .....

**Bidder's Signature:** ..... **Date:** .....