



**competitiontribunal**  
SOUTH AFRICA

**COMPETITION TRIBUNAL  
REPUBLIC OF SOUTH AFRICA**

**Case No: CO075Jul20**

In the matter between:

The Competition Commission

**Applicant**

And

Ramsin Industrial Supplies CC t/a Fire  
Unlimited

**Respondent**

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Panel : Y Carrim (Presiding Member)  
: F Tregenna (Tribunal Member)  
: A Ndoni (Tribunal Member)

Heard on : 14 August 2020

Decided on : 14 August 2020

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**CONSENT AGREEMENT**

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The Tribunal hereby confirms the consent agreement between the Competition Commission and Ramsin Industrial Supplies CC t/a Fire Unlimited annexed hereto.

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**Presiding Member  
Ms Yasmin Carrim**

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**Date  
14 August 2020**

**Concurring: Prof. Fiona Tregenna and Ms Andiswa Ndoni**

**IN THE COMPETITION TRIBUNAL OF SOUTH AFRICA**

**(HELD IN PRETORIA)**

**CT CASE NO**

**CC CASE NO: 2018MAR0047**

**In the matter between**

**THE COMPETITION COMMISSION**

**Applicant**

**And**

**RAMSIN INDUSTRIAL SUPPLIES CC T/A FIRE UNLIMITED**

**Respondent**

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**FILING SHEET**

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**BE PLEASED TO TAKE NOTICE** that the applicant hereby files the settlement agreement concluded between the Competition Commission and Ramsin Industrial Supplies Cc t/a Fire Unlimited which includes the following documents:

1. Form CC1
2. Consent Agreement
3. Addendum to the Consent Agreement

Signed at \_\_\_Pretoria\_\_\_\_\_ on the \_\_24\_\_ day of July 2020

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Competition Commission

The Dti Campus, Building C, Mulayo

77 Meintjies Street

Tel: 012 762 6975

Email: [KelebogileMo@compcom.co.za](mailto:KelebogileMo@compcom.co.za)

**Ref: Kelebogile Modingoana/2018MAR0047**

TO:

**THE REGISTRAR**

Competition Tribunal of South Africa

The Dti Campus, 77 Meintjies Street,

1<sup>st</sup> Floor, Block C, Mulayo Building

Sunnyside, Pretoria

Tel: 012 394 3300/55

Fax: 012 394 0169

E-mail: [Tebogom@comptrib.co.za](mailto:Tebogom@comptrib.co.za)

AND TO:

**Ramsin Industrial Supplies Cc t/a Fire Unlimited**

Ballance Road,

Windermere,

Durban,

4001

Ref: Mr Naveen Ramjith

Tel: 031 3031591

Fax: 031 3031594

**By Email:** [naveen@fireunlimited.co.za](mailto:naveen@fireunlimited.co.za)



## Form CT1(1)

### About this Form

- This form is issued in terms of section 50 of the Competition Act and Rules.
- This form is to be used only for a referral by the Competition Commission.
- Unless this is a consent proceeding, the respondent may answer this referral within 20 business days after being served with this referral.
- If the answer raises only a point of law, it must set out the question of law to be resolved. Any other answer must be in affidavit form, setting out in numbered paragraphs:
  - (a) a concise statement of the grounds on which the Complaint is opposed;
  - (b) the material facts or points on which the respondent relies;
  - (c) an admission or denial of each ground and of each material fact relevant to each ground set out in the Complaint Referral.
- An allegation of fact set out in the Complaint Referral that is not specifically denied or admitted in an answer will be deemed to have been admitted.
- Please see Competition Tribunal Rules 14 through 19.
- Form continues on Page 2.

### Contacting the Tribunal

The Competition Tribunal  
Private Bag X24  
Sunnyside  
0132  
Republic of South Africa  
tel: 27 12 394 3300  
fax: 27 12 394 0169  
e-mail: ctsa@comptrib.co.za

## Referral of Complaint by Commission

Date: \_\_\_\_\_

To: **the Registrar of the Competition Tribunal, and:**

(Name of respondent and [if applicable] other participants :)

Concerning:

(Complaint name and Commission file number:)

From: **the Competition Commission**

The Competition Commission alleges that the Respondent contravened the provisions of the Competition Act, section \_\_\_\_\_ by engaging in the following prohibited conduct:

(Concise statement of the alleged prohibited practice:)



**Form CT1(1)**  
**Page 2**  
**About this Form**

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- Unless this is a consent proceeding, the respondent may answer this referral within 20 business days after being served with this referral.
- If the answer raises only a point of law, it must set out the question of law to be resolved. Any other answer must be in affidavit form, setting out in numbered paragraphs:
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- An allegation of fact set out in the Complaint Referral that is not specifically denied or admitted in an answer will be deemed to have been admitted.
- Please see Competition Tribunal Rules 14 through 19.

**Contacting  
the Tribunal**

The Competition Tribunal  
Private Bag X24  
Sunnyside  
0132  
Republic of South Africa  
tel: 27 012 3943300  
fax: 27 012 3940169  
e-mail: ctsa@comptrib.co.za

**Referral of Complaint by Commission**

The Competition Commission seeks an order granting the following relief:

(Concise statement of the order or relief sought:)

This referral is to proceed as a consent proceeding.

This referral is to proceed as a contested proceeding. Attached is an affidavit setting out the grounds of this complaint, and a statement of the material facts and the points of law relevant to it, as required by Competition Tribunal Rule 15(2).

Name and Title of person authorised to sign on behalf of the Competition Commission:

Authorised Signature:

**IN THE COMPETITION TRIBUNAL OF SOUTH AFRICA**

**CT CASE NO:**

**CC CASE NO: 2018MAR0047**

In the matter between:

**COMPETITION COMMISSION OF SA**

Applicant

And

**RAMSIN INDUSTRIAL SUPPLIES CC**

Respondent

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**ADDENDUM TO THE CONSENT AGREEMENT CONCLUDED BETWEEN THE  
COMPETITION COMMISSION AND RAMSIN INDUSTRIAL SUPPLIES CC T/A FIRE  
UNLIMITED DATED 22 JULY 2020.**

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**Preamble**

It is hereby recorded, by agreement between the parties that the Consent Agreement concluded between the Competition Commission ("Commission") and which Ramsin Industrial Supplies CC T/A Fire Unlimited ("Fire Unlimited") signed on 22 July 2020, be supplemented as recorded below.

**1. In respect of Paragraph 5.2 is recorded as follows:**

A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

5.2. Fire Unlimited has paid the amount as stipulated in paragraph 5.1 above on the day on which Fire Unlimited signed the Consent Agreement.

2. This addendum shall be deemed to be incorporated into and form part of the Consent Agreement concluded between the Commission and Fire Unlimited and, unless otherwise stated, the words and phrases used in this addendum shall bear the meaning as defined in the Consent Agreement.

**For Fire Unlimited**

  
\_\_\_\_\_


Signed and Dated at DURBAN on the 23 day of JULY 2020.

Name in Full: NAVEEN RAMJITH

Designation: MEMBER

**For the Competition Commission**

Signed and Dated at PRETORIA on the 23<sup>RD</sup> day of JULY 2020.

  
\_\_\_\_\_

Name in Full: **TEMBINKOSI BONAKELE**



**Designation: COMMISSIONER OF THE COMPETITION COMMISSION**

**IN THE COMPETITION TRIBUNAL OF SOUTH AFRICA**

**CT CASE NO:**

**CC CASE NO: 2018MAR0047**

In the matter between:

**COMPETITION COMMISSION OF SA**

Applicant

And

**RAMSIN INDUSTRIAL SUPPLIES CC**

Respondent

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**CONSENT AGREEMENT IN TERMS OF SECTION 49D READ WITH SECTION 58(1)  
(b) OF THE COMPETITION ACT, NO. 89 OF 1998, AS AMENDED, BETWEEN THE  
COMPETITION COMMISSION AND RAMSIN INDUSTRIAL SUPPLIES CC T/A FIRE  
UNLIMITED, IN RESPECT OF A CONTRAVENTION OF SECTION 4(1)(b)(iii) OF THE  
COMPETITION ACT 89 OF 1998**

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**Preamble**

The Competition Commission ("Commission") and Ramsin Industrial Supplies Cc T/A Fire Unlimited ("Fire unlimited") hereby agree that an application be made to the Competition Tribunal for the confirmation of this Consent Agreement as an order of the Tribunal in terms of section 49D read with section 58(1)(b) of the Competition Act

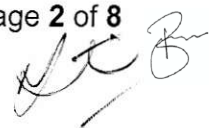


no. 89 of 1998, as amended, in respect of a contravention of section 4(1)(b)(ii) of the Act.

## 1. DEFINITIONS

For the purposes of this consent agreement the following definitions shall apply

- 1.1 “**Act**” means the Competition Act No. 89 of 1998, as amended;
- 1.2 “**Commission**” means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng;
- 1.3 “**Commissioner**” means the Commissioner of the Competition Commission (the Commissioner) in terms of section 24(1) of the Act;
- 1.4 “**Fire Unlimited**” means Ramsin Industrial Supplies CC t/a Fire Unlimited, a close corporation duly registered in accordance with the laws of the Republic of South Africa, with its principal place of business situated at 11 Balance Road, Off Umgeni.
- 1.5 “**Eagle Fire**” means Eagle Fire Control CC, a close corporation duly registered in accordance with the laws of the Republic of South Africa with its principal place of business situated at 20 Cypress Avenue, Durban.
- 1.6 “**Investigation**” means the investigation initiated on 26 March 2018, being investigated under case number 2018MAR0047 and which is the subject of this consent agreement.



- 1.7 **“ASIB Investigation”** means the investigation initiated on 05 July 2017, being investigated under case number 2017Jul003.
- 1.8 **“Respondents”** means Ramsin Industrial Supplies CC and Eagle Fire Control CC, being Respondents in the investigation.
- 1.9 **“Consent Agreement”** means this agreement duly signed and concluded between the Commission and Fire Unlimited.
- 1.10 **“Parties”** means the Commission and Fire Unlimited.
- 1.11 **“Tribunal”** means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at the 1<sup>st</sup> Floor, Mulayo building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng;

## 2. THE COMMISSION’S INVESTIGATION AND FINDINGS

- 2.1 On 05 July 2017, the Commissioner initiated a complaint in terms of section 49B of the Act against Automatic Sprinkler Inspection Bureau (“ASIB”) and all sprinkler installers registered with ASIB. This complaint is being investigated under case number 2017Jul0013.
- 2.2 During the ASIB investigation, the investigating team found information which indicated that Fire Unlimited and Eagle Fire Control CC (“Eagle Fire”) may have entered into an agreement to collude when submitting bids to their clients.

2.3 Given this information, on 26 March 2018, the Commissioner initiated a complaint against Fire Unlimited and Eagle Fire for possible collusive tendering. The complaint is being investigated under case number 2018MAR0047.

2.4 The allegations were that Fire Unlimited and Eagle Fire may have entered into an agreement and/or engaged in concerted practice to collude when bidding for tenders for the supply of automatic fire sprinklers in contravention of section 4(1)(b)(iii) of the Act.

2.5 The Investigation revealed the following:

2.5.1 On 23 January 2016, Fire Unlimited provided Eagle Fire with a cover quote for the Supply & Installation of Fire Equipment at Old Mutual properties.

2.5.2 Further, on 24 March 2016, Fire Unlimited provided Eagle fire with a cover quote for the replacement of sprinkler heads at Tiger Brand buildings.

2.5.3 This conduct amounts to collusive tendering in contravention of section 4(1)(b)(iii) of the Act.

### **3. ADMISSION**

3.1. Fire Unlimited admits that it has acted in contravention of section 4(1)(b)(iii) of the Act as described in paragraph 2.5 above.

### **4. AGREEMENT REGARDING FUTURE CONDUCT**

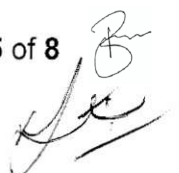
4.1. Fire Unlimited undertakes to refrain from engaging in any anti-competitive conduct in contravention of the Act in future.

4.2. Fire Unlimited will develop, implement and monitor a competition law compliance programme as part of its corporate governance policy, which is designed to ensure that all employees, members and management do not engage in future contraventions of the Act. Such compliance programme will include mechanisms for the identification, prevention, detection and monitoring and detection of any contraventions of the Act.

4.3. Fire Unlimited shall circulate a statement summarising the contents of this Consent Agreement to all management and operational staff employed by Fire Unlimited within 60 (sixty) business days from the date of confirmation of this Consent Agreement by the Tribunal.

4.4. Fire Unlimited undertakes to submit a copy of such compliance programme to the Commission within 60 days of the date of confirmation of this Consent Agreement as an order to the Tribunal.

4.5. Fire Unlimited hereby commits itself to competitive practices.



**5. ADMINISTRATIVE PENALTY**

5.1. Fire Unlimited agrees that it is liable to pay an administrative penalty of R59 660.05 (**Fifty-Nine Thousand Six Hundred and Sixty Rands and Five Cents**).

This amount does not exceed 10% of its annual turnover for the financial year ended February 2016.

5.2. Fire Unlimited agrees to pay the administrative penalty as stipulated in the above paragraph, in two instalments, with the first instalment 30 days from the date of confirmation of this Consent Agreement by the Tribunal. The second instalment will be paid 30 days from the date of the first instalment.

5.3. The payment shall be made into the Commission's bank account, details which are as follows:

<b>Bank name:</b>	<b>Absa Bank</b>
<b>Branch name:</b>	<b>Pretoria</b>
<b>Account holder:</b>	<b>Competition Commission Fees Account</b>
<b>Account number:</b>	<b>4087641778</b>
<b>Account type:</b>	<b>Current Account</b>
<b>Branch Code:</b>	<b>632005</b>
<b>Reference:</b>	<b>2018MAR0047FIRE UNLIMITED</b>

5.4. The penalty will be paid over by the Commission to the National Revenue Fund in accordance with section 59(4) of the Act.



## 6. MONITORING

6.1. All reports in relation to conditions set out in this agreement, including but not limited to Compliance programmes, Proof of payment(s) etc. shall be submitted to the Commission at [CartelSettlements@compcom.co.za](mailto:CartelSettlements@compcom.co.za).

## 7. FULL AND FINAL SETTLEMENT

7.1. This Consent Agreement is entered into in full and final settlement of the Commission's investigations defined in the definitions clause and upon confirmation as an order of the Tribunal, concludes all proceedings between the Commission and Fire Unlimited relating to the conduct that is the subject of the Commission's investigations defined in the definitions clause.

**For Fire Unlimited**



Signed and Dated at  Durban  on the 22<sup>nd</sup> day of July 2020.

**Name in Full:** Naveen Ramjith

**Designation:** Member





**For the Competition Commission**

**Signed and Dated at PRETORIA on the 23<sup>RD</sup> day of JULY 2020.**



**Name in Full: TEMBINKOSI BONAKELE**

**Designation: COMMISSIONER OF THE COMPETITION COMMISSION**

