



higher education
& training
Department
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

Central Office

Cnr Haig & Northey
P.O. Box 2282
WITBANK
1035



Nkangala TVET College, hereby invites experienced and suitably qualified Service Providers to tender for the following services.

TENDER NUMBER	TENDER DESCRIPTION	CLOSING DATE AND TIME OF TENDERS
NKTVET/2025/06/02	REQUEST FOR PROPOSAL FROM PROSPECTIVE SUPPLIERS FOR RENDERING A RIOT SECURITY SERVICES FOR NKANGALA TVET COLLEGE FOR THE PERIOD OF THREE (3) YEARS.	TUESDAY, 24 JUNE 2025 AT 11H00
NKTVET/2025/06/01	REQUEST FOR PROPOSAL FROM PROSPECTIVE SUPPLIERS FOR RENDERING SECURITY SERVICES FOR NKANGALA TVET COLLEGE FOR THE PERIOD OF THREE (3) YEARS.	

Tender documents can be downloaded from E-tenders website at www.etenders.gov.za on Monday on 02 June 2025. Interested bidders are required to pay a non-refundable charge of R 300.00 (VAT included). Payment account details: Account holder: Nkangala TVET College, Account Number: 4087908300, Branch Code: 632005 Bank Name: Absa (NB: Reference must be in the name of the Bidding Company)

Sealed tenders must be deposited into the tender box situated at: Nkangala TVET College, Central Office, 06 Cnr Haig & Northey Street, Witbank 1035. Late bids will not be accepted.

Enquiries can be directed to:

Ms. Catherine Lukhele by email: catherine@ntc.edu.za

Tel No: (013) 690 1885

Correspondence will be limited to shortlisted tenderers only. Should you not be contacted by the Institution within 90 days after the closing date of the tender, please consider your proposal unsuccessful. Late tenders will be disqualified from the bidding process.

Nkangala TVET College does not bind itself to accept the lowest bid and reserves the right to accept the bid as a whole, in part or not at all. Nkangala TVET College is committed to both the principle and practical implementation of the Procurement Policy of Broad-Based Black Economic Empowerment (B-BBEE). No facsimile, late and/or electronic tenders will be accepted.



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**PROPOSAL FOR PROVISION OF RIOT SECURITY SERVICES AT NKANGALA TVET
COLLEGE FOR THE PERIOD OF THREE (03) YEARS**

TENDER NO: NKTVET2025/06/02

Bidder Name

Total Bidder Cost

R

Initial

YOU ARE HEREBY INVITED TO SUBMIT PROPOSAL FOR PROVISION OF RIOT SECURITY SERVICES AT NKANGALA TVET COLLEGE FOR THE PERIOD OF THREE (03) YEARS

RFP NUMBER:	NKTVET/2025/06/02
RFP ISSUE DATE:	02 JUNE 2025
CLOSING DATE AND TIME:	24 JUNE 2025 AT 11:AM
RFP VALIDITY PERIOD	90 DAYS (COMMENCING FROM THE RFP CLOSING DATE)
DESCRIPTION:	PROVISION OF RIOT SECURITY SERVICES AT NKANGALA TVET COLLEGE
RESPONSES TO THIS RFP SHOULD BE:	PLACED IN THE TENDER BOX AT THE RECEPTION AT CENTRAL OFFICE, 06 CORNER HAIG & NORTHEY STREET, EMALAHLENI, 1035, BY NO LATER THAN 24 JUNE 2025 @ 11H00AM
ENQUIRY	MS CATHERINE LUKHELE AT FACILITY DEPARTMENT TEL NO: (013) 658 4774 EMAIL: catherine@ntc.edu.za

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Annexure B Invitation to Bid

Annexure D Declaration of Interest Contract form (SBD4)

Annexure E Declaration of bidders past Supply Chain Management Practices

Annexure F Declaration of Independent Bid Determination

1. INTRODUCTION

1.1 Purpose

- 1.1.1 Nkangala TVET College invites proposals from experienced and suitably qualified service providers to be appointed in a **panel of three (03)** for Riot Security Services for a Period of Three **(03) Years**.

1.2 Objective

- 1.2.1 To ensure that the College achieve the expected safety of work within specified time as determined

1.3 Scope of Work

Reaction unit (RU) division and equipment

- 1.3.1 Reaction Units ("RU's) are to assist in containing demonstrations, civil and student unrest which potentially can culminate in the destruction of property, intimidation and assault of employees and disruption of operational activities.
- 1.3.2 The service provider must have the capacity to deploy RU's at short notice, in order to address and contain incidents of unrest and violence. RU members must be compliant with all applicable criminal, administrative, commercial and civil laws and regulations that relate to all the rules for the use of force, crowd and riot control, which is reasonable, necessary and proportional to concomitant risks that security personnel may be faced with. RU deployments must comprise of comprehensive Planning, Resource Support and Management.
- 1.3.3 RU team members will be armed with 9mm handguns, Shotguns, pepper spray, rubber rounds, paint gun, rubber solids, rubber bullets, pepper balls and pepper grenades. Each RU team will be equipped with RU uniforms, Bullet Proof Vests (Minimum level 3), Riot Shields and Helmets, Batons, Handheld high-powered torches/flash lights, Communications devices; (Radios, Cell phone/Land line/ Electronic Mail/ Radios), Camcorders, Night Vision Goggles and Unmanned Aerial Vehicles (drones);
- 1.3.4 RU teams must have a close cooperation with local and national SAPS and EMS.

1.4 Basic Terms and Conditions

- 1.4.1 To ensure that the bid is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.
- 1.4.2 Bid documents must be sealed and externally marked with: **Riot Security Services**, bid no: **NKTVET/2025/06/02** and placed in tender Box at Central Office, not later than the closing date and time as advertised, at which hour the bids will be opened in public in the staff room, Ground Floor, at the mentioned address.
- 1.4.3 Nkangala TVET College reserves the right not to consider any bid not suitably endorsed or comprehensively completed as well as the right to accept a bid in whole or part.

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2. COMPULSORY RETURNABLE DOCUMENTS

- 2.1. During this stage of the evaluation bidders will be evaluated on whether they comply with the following:
- 2.2. Comply with all the conditions of tender and submitted all mandatory documentation as required
- 2.3. **A bidder who fails to comply with all the criteria below will be disqualified at this stage and will not be considered any further.**

NO	MANDATORY DOCUMENT CHECKLIST	YES	NO
01	Company Registration Documents (CK)		
02	Initial and fully complete all the pages of the RFP Document		
03	Provide a summary of the compliant CSD report not older three (03) months		
04	Proof of At least Five (5) Vehicles: <ul style="list-style-type: none"> 3 Vehicles (Proof of ownership in the name of company). 2 Armoured vehicles (If the armoured vehicles ownership is not in the name of the company please provide the letter of intent). 		
05	Certified Copy of a Letter of Good Standing from Department of Labour in respect of Compensation for Occupational Injuries and Disease Act (COIDA).		
06	Certified Copy of Valid Affinity Health Insurance-Letter of good standing		
07	Certified copy of PSIRA Registration Certificate of the Company.		
08	Certified copy of Letter of Good Standing from PSIRA.		
09	Certified Certificate in Compliance to main collective agreement (MCA) National Bargaining Council for Private Security Sectors.		
10	Certified Copy of Proof of Provident Fund		
11	Certified copy of company License to possess fire arm(s)		
12	Public Liability Insurance Certificate of at least R5 000 000		
13	Proof of payment for the purchase of the tender document. An amount R300.00 non-refundable payables to the following Bank Account: ABSA Bank number: 4087908300, Branch Code: 632005 NB: Reference should be in the name of bidding company, not the bid number.		
14.	The following documents must be completed and signed where applicable and submitted as a complete set: SBD FORMS, SBD Declaration of Interest		
14.1	Annexure B Invitation to Bid		
14.2	Annexure C Preference Points Claim		
14.3	Annexure D Declaration of Interest Contract form (SBD4)		
14.4	Annexure E Declaration of bidders past Supply Chain Management Practices		
14.5	Annexure F Declaration of Independent Bid Determination		

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3. NOTICE TO BIDDERS

3.1 REASONS FOR DISQUALIFICATION

Very Important Notice on Disqualification

A bid not complying with the peremptory stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with conditions of bid and specifications as set out in the bid documents.

A Bid will be disqualified:

- 3.1.1 If any pages have been removed from the bid document, and have therefore not been submitted, or copy of the original bid document has been submitted.
- 3.1.2 If the bidder or director is restricted to do business with government, and/or the director is a state employee.
- 3.1.3 If the bidder is not tax compliant, based on tax laws of South Africa.
- 3.1.4 If the bidder has been submitted either in the wrong bid box or after relevant closing date and time.
- 3.1.5 If the bidder did not submit documents as per clause 2.3 (compulsory returnable documents).
- 3.1.6 A bidder scores less than **75 percent** on functionality as per clause 3.1 (Functionality).

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4. SPECIAL CONDITION OF THE CONTRACT

4.1. CANCELLATION OF CONTRACT

- 4.1.1 This contract may be terminated on written notice of thirty (30) days by either party.
- 4.1.2 The Nkangala TVET College reserves the right, in the case of non-performance to terminate the agreement in terms of the same conditions as those mentioned in subparagraph (a) above.

4.2. STANDARD CONTRACT

A detailed contract will be signed by the award contractor and the Nkangala TVET College. A standard concept contract is attached to this document for Tenderers perusal.

4.3. DAMAGE AND TERMINATION

The College shall, in the following cases, have the right summarily and without recourse to law and without prejudice to the right of the College to hold the Contractor responsible for any damage suffered by the College as a result of breach of contract or neglect by the Contractor and to terminate the contract without any compensation to the Contractor, namely:

- 4.3.1. In the event of any breach of or failure by the Contractor to comply with any of the terms of this Contract.
- 4.3.2. In the event of an order being made for the sequestration of the Contractor's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Contractor making application for the surrender of his estate, or if he shall enter into, make or execute any deed or arrangements or other composition or arrangement with, or assignment for the benefit of his creditors, or purport so to do or if the Contractor being a company shall pass a resolution, or if the Court shall make an order, for the liquidation of such company.

In the event of the Contractor, or any person employed by him, paying or offering to pay any sum of money by way of commission or gratuity to any personnel or person in the employ of the College or giving or offering or endeavouring to give such personnel or other person any gift or consideration

4.4. POWERS OF THE COLLEGE IN THE EVENT OF SERVICES BEING DEFECTIVE

In the event of the services rendered being defective in quality, it is agreed that either –

The Chief Executive Officer shall have the power to make good the deficiency in any manner he may deem fit and any excess costs to be incurred over the contract price, together with all charges and expenses attending the purchase, shall be recoverable from the Contractor; or

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4.5. FAILURE TO DELIVER

In the event of the Contractor failing to render the services in terms of this Contract at the time and in the manner determined by the Contract it is agreed that the Contractor will pay to the College a sum not exceeding the actual damage suffered by the College.

The Chief Executive Officer shall determine the manner in which and the time when such payment of excess cost or damages shall be made and the decision of the Chief Executive Officer shall be final and binding in every case.

Notwithstanding the above, the Contractor shall not be held liable to the enforcement of the penalties stated in the contract for non-supply should such failure be due to VIS MAJOR, enemies of the Republic of South Africa, strikes, fires, dangers and accidents at sea and navigation, of whatever nature and kind.

4.6. CESSION, SUB-LEASE OR ASSIGNATION

The Contractor undertakes not to cede, sub-lease or assign this contract or any part or interest therein unless the College grants permission in writing and then only on such conditions as the College may approve.

4.7. ACCEPTANCE

- 4.7.1. The written acceptance of this tender shall constitute a contract binding on both parties.
- 4.7.2. This tender shall remain open for acceptance for a period of ninety (90) days from the date on which tenders are due (closing date of tenders) and during this period the tenderer shall not withdraw his tender or impair or derogate from its effect.
- 4.7.3. The College does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any portion thereof.

4.8. PRICE

Any price quoted shall be the total price and shall include cost of delivery.

4.9. PAYMENT

Payment will be made at the end of the month following the month in which the service rendered. The College may deduct any amount due to it by the Contractor under any of the provisions of this contract from any amount due to the contractor.

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4.10. NO RIGHT TO CESSION

It is hereby specially undertaken and agreed that the Contract shall not have the right to cede or assign any right and claim to any monies due or to become due under this agreement without the consent of the College first having been obtained. All monies payable in terms of this agreement shall be paid to the Contractor personally and to no other person.

4.11. VARIATIONS BY TENDERER

If the tenderer wishes to make any departures from or modifications to the Conditions of act or Specifications, or to qualify his tender in any way, he shall set out his proposals clearly on the prescribed form, which forms part of this agreement.

The College reserves the right to subdivide the contract and to accept tenders for any one or more items.

It must be stated clearly in the tender whether value added tax (VAT) is included or not.

4.12. ANNEXURES TO FORM PART OF CONTRACT

The Tenderer agrees that, on the acceptance of the tender by the College, all the Annexures shall be incorporated in and shall be deemed to form part of the Contract.

4.13. TERMINATION

The contract will terminate upon completion of all the duties specified in the contract; provided that the College may terminate the contract with 7 (seven) days' notice to the contractor should the performance of the contractor in the execution of its duties in terms of this contract be unsatisfactory in the opinion of the Chief Executive Officer of the College whose decision shall be final and binding on both parties.

5. TERMS OF REFERENCE:

Potential service providers must provide trained security personnel to perform duties at the College premises and shall, in general, entail the patrolling of premises, access control, control of assets, staff, students or members of the public escorting where required and protection from and/or to offices and general crime prevention measures as agreed upon during unrest.

The duties of security personnel in respect of the specific sites shall be as per Standard Operating Procedures (SOP's). The SOP's shall be compiled by the preferred bidder in conjunction with NKANGALA TVET COLLEGE before the commencement of the security services. The SOP's may be amended as a need arises, with the agreement of both parties.

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The purpose of the access control is to prevent the unauthorized access of persons and the bringing in of any dangerous objects into the NKANGALA TVET COLLEGE premises in order to safeguard the staff, students and the College property. The bidder must adhere to the following Acts:

- The application of the Control of Access to Public Premises and Vehicle Act, of 1985
- The application of the Criminal Procedure Act, 51 of 1977
- The Firearms Control Act, 60 of 2000
- Private Security Industry Regulation Act, 56 of 2001
- Trespass Act, 6 of 1959
- Occupational Health and Safety Act, 85 of 1993
- The Compensation for Occupational Injuries and Diseases Act, 1993 as amended
- Employment Equity Act 55 of 1998

6. LOCATION OF WORKS

No	Site	Address	GPS Coordinates
1	NEW CENTRAL OFFICE	NEW CENTRAL OFFICE: ELANDRE OFFICE PARK 28 CNR FRANS & SUSANNA STREET WITBANK 1035	25°87'38.21"S 29
2	CENTRAL OFFICE	06 CNR. HAIG & NORTHEY STREET WITBANK 1035	25°52'39.73"S 29°12'58.72"E
3	CN MAHLANGU CAMPUS	TRAINING ROAD INDUSTRIAL SITE SIYABUSWA 0472	25° 8'21.59"S 29° 4'33.56"E
4	MIDDELBURG CAMPUS	1 BRUG STREET MIDDELBURG 1050	25°45'44.41"S 29°28'33.81"E
5	MIDDELBURG SKILLS CAMPUS	2 JAN HEYNES STREET MIDDELBURG 1050	25°45'49.80"S 29°28'17.09"E
6	MPONDOZANKOMO CAMPUS	SCHONLAND DRIVE ACKERVILLE 1039	25°52'37.07"S 29°10'7.63"E
7	WITBANK CAMPUS	CRN SMURTS AND ARASS STREET WITBANK 1034	25°52'20.25"S 29°12'54.14"E 25°52'19.07"S 29°12'46.88"E
8	WATERVALBOVEN CAMPUS	1 PRESIDENT STREET WATERVABOVEN 1195	25°38'13.23"S 30°19'43.82"E
9	TOP OF THE WORLD	3 VAN DER BIJL STREET WITBANK 1035	25°53'10.03"S 29°12'46.57"E
10	VILLA ROMA	5 BETHAL STREET MODELPARK EMALAHLENI 1039	25°87'38.21"S 29°24'05.13"E

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6.1 PRICE SCHEDULES

6.1.1 Bidders are expected to complete prices schedules that will constitute tender amount.

NO	RATES	QTY	RATES	NUMBER OF DAYS	COST PER WEEK
01	Rate per security officer (12 hour day shift)	01	R	7 days	R
02	Rate per security officer (12 hour night shift)	01	R	7 days	R
03	Team leader rate for both shift	01	R	7 days	R
04	Rate per Team leader vehicle (400 kilometres per week)	Per km	R	400km	R
05	Rate for Armoured posting vehicle (400 kilometres per week)	Per Km	R	400km	R
	SUB TOTAL VAT 15% GRAND TOTAL INCLUSIVE OF VAT			R	
				R	
				R	

NB: PLEASE TAKE NOTE OF THE BELOW INSTRUCTIONS:

1. Formula to determine the cost per week

[Rates multiply by number of days].

2. The Service Provider should ensure that the Total Price is inclusive of all applicable taxes and logistical arrangements e.g. (Accommodation and Meal)

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7 Proposal Evaluation

Nkangala TVET College is committed to encourage black economic empowerment through providing opportunities to historically disadvantaged individuals. In order to claim BBBEE preference point, a valid BBBEE certificate/Affidavit needs to be submitted.

8 Evaluation Process

Bids submitted will be evaluated and adjudicated by Nkangala TVET College using two stage evaluation: Functionality and BBBEE scoring system that awards points in line with the Supply Chain Management policy covering the following items.

8.1 Stage 1: Quality/Technical

Bidders that scores less than **75 percent** for functionality/technical will be considered as non-responsive bid and will be disqualified.

CRITERIA	WEIGHT
<p>Provide five (05) signed and stamped riot services reference letters supported by appointment letter/ purchase order and should be on an official Letterhead from your Client with the following:</p> <p>Name of business mentioned on the letterhead, officially signed and stamped, dated with contact details (Name, telephone, email address and Recommendation)</p> <p>1.1 05 Reference or more = 50 points 1.2 04 Reference = 40 points 1.3 03 Reference = 30 points 1.4 02 Reference = 20 points 1.5 01 Reference = 10 points</p> <p>(NB:Non Submission of the above will result in zero point.)</p>	50 points
<p>Certified Competence certificate of Riot personnel who will be deployed. (All personnel must provide certified copies of South African Identity Documents)</p> <p>08 Competence Certificate & ID Copy = 20 points 07 Competence Certificate & ID Copy = 15 points 06 Competence Certificate & ID Copy = 10 points 05 Competence Certificate & ID Copy = 5 points</p> <p>(NB:Non Submission of the above will result in zero point.)</p>	20 points

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<p>Qualifications and Experience of the Operational Managers/Supervisors or Directors currently working for the bidding companies.</p> <p>(Attached detailed CV, Original Certified Id Copy and Proof of Certified Qualifications in the following).</p> <p>Degree/National Diploma in Security Management or Degree/National Diploma in Policing or Degree/National Diploma in Risk Management</p> <ul style="list-style-type: none"> • 3 CVs with certified ID Copy and Qualifications =15 points • 2 CVs with certified ID Copy and Qualifications =10 points • 1 CV with certified ID Copy and Qualifications =5 points <p><i>(NB: Non-Submission of the above will result in zero point).</i></p>	<p>15 points</p>
<p>Locality</p> <p>Locality (Nkangala Region) =15 points</p> <p>Locality (Mpumalanga) =10 points</p> <p>Outside the province = 5 points</p>	<p>15 points</p>
<p>Total</p>	<p>100 points</p>

FORMULA:

$$\frac{\text{Allocated points}}{\text{Total weight}} \times 100 = \text{PERCENTAGE}$$

8.2 Stage 2: Price and BBBEE Preference Points

The 80/20 principle will be applied in terms of the Preferential Procurement Policy Framework act.

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9. POINTS AWARDED FOR SPECIFIC GOALS

Table 1: Allocation of points for B-BBEE status level of contributor and Specific goals for the tender, evaluation and points claimed are indicated per the table below.

(Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

The specific goals allocated points in terms of this tender.	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)
B-BBEE Status level of Contributor	5	10
1	5	10
2	4	9
3	3	8
4	2	7
5	1	6
6	1	4
7	1	2
8	1	1
Non-Compliant Contributor	0	0
SPECIFIC GOALS	5	10
Youth	5	10
People living with Disabilities	5	10
Women	4	7
Historically Disadvantaged persons	3	6

9.1 B-BBEE Certificates

9.1.1. Bidders are required to, together with their bids, submit original and valid B-BBEE Status Level Verification Certificates or BBEE Sworn Affidavit for their B-BBEE rating claims.

9.1.2. Bidders who do not submit B-BBEE Status Level do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process.

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ANNEXURE B: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NKTVET2025/06/02	CLOSING DATE:	24/06/2025	CLOSING TIME:	11H00
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

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

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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ANNEXURE D: DECLARATION OF INTEREST

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....
.....

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

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2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Initial_____

ANNEXURE E: 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 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

Initial_____

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

Initial_____

ANNEXURE F: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)

Initial _____

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Initial_____