



## INVITATION TO BID

<b>BID NUMBER:</b>	<b>03/2024/25</b>
<b>DESCRIPTION:</b>	<b>PROVISION OF EXTERNAL AUDIT SERVICES FOR THE SOUTH AFRICAN COUNCIL FOR EDUCATORS</b>
<b>DATE:</b>	<b>24/10/2024</b>
<b>CLOSING DATE:</b>	<b>25/11/2024</b>
<b>CLOSING TIME:</b>	<b>11:00 AM</b>
<b>BRIEFING SESSION</b>	<b>No briefing session</b>
<b>BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:</b>	<b>BLOCK 1 CROSSWAY PARK 240 LENCHEN AVENUE CENTURION</b>
<b>ATTENTION:</b>	<b>CFO</b>
<b>N.B. BIDS MUST BE DELIVERED TO THE LOCKED TENDER BOX AT THE LENCHEN STREET ENTRANCE OF THE OFFICE BLOCK.</b>	

<b>BIDDER NAME:</b>	
<b>TOTAL BID PRICE INC. OF VAT:</b>	

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## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN COUNCIL FOR EDUCATORS					
BID NUMBER:	03/2024/25	CLOSING DATE:		CLOSING TIME:	11:00
DESCRIPTION	Provision of External Auditors for the South African Council for Educators				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Crossway Office Park					
240 Lenchen Avenue					
CENTURION					
0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mpho Moloi		CONTACT PERSON	Morris Mapindani	
TELEPHONE NUMBER	012 663-0422		TELEPHONE NUMBER	012 663-0417	
FACSIMILE NUMBER	012 663-3331		FACSIMILE NUMBER	012 663-3331	
E-MAIL ADDRESS	mpho.moloi@sace.org.za		E-MAIL ADDRESS	morris.mapindani@sace.org.za	
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
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					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>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.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

### PROVISION OF EXTERNAL AUDIT SERVICES FOR THE SOUTH AFRICAN COUNCIL FOR EDUCATORS

#### PART ONE

##### 1. Introduction

The South African Council for Educators is a Schedule 3A Public Entity established in terms of South African Council for Educators Act, 2000 (Act no. 31 of 2000). The purposes of the South African Council for Educators are:

- A. To provide for the registration of educators
- B. To promote the Professional development of educators; and
- C. To set, maintain and protect ethical and professional standards for educators.

The Contract of the external audit services comes to an end on the 31 March 2025. It has therefore become necessary for SACE to appoint a service provider, hence this request for a service provider which will bring in the relevant services and expertise to render the External Audit Services for the Council starting from 1<sup>st</sup> April 2025 up to 31<sup>st</sup> March 2028 (Three years contract).

The Council administers the budget of approximately **R120 000 000**, received from educators. The members pay a once-off registration fee and annual membership fees. Our active membership is approximately 500 000 educators of which 85% are employed in Public Schools whereas the others are in Private Institutions.

The Council have five provincial offices (Limpopo, KZN, Free State, Eastern Cape and Western Cape).

#### PART TWO

##### 1. IMPLEMENTATION

The external audit activity needs to be carried out as a continuation of the current services in terms of the provision of the Public Finance Management Act 1999 (Act No.1 of 1999) and Treasury regulations issued in terms of this act.

##### 2. OBJECTIVES and KEY DELIVERABLES

The appointed external audit service provider will be expected to provide SACE Management and SACE Audit Committee independent and objective assurance that:

- The funds of the council are being spent for intended purposes.
- The risk management process is in place to determine the risk exposure of SACE.
- The internal audit services are effective.
- Proper controls have been implemented by SACE to control the processes and procedure in carrying out its mandate.
- Governance processes put in place are effective in discharging SACE responsibilities.
- SACE financial and operational information is reliable and accurate.
- SACE resources are acquired economically and utilized efficiently and effectively.

- SACE assets are properly safeguarded, and SACE comply with relevant laws regulations and contracts.

### 3. KEY DELIVERABLES

- Review a risk assessment of SACE.
- Review a risk register for SACE.
- Review internal audit plan/s for SACE.
- Conduct the audit as per developed external audit plan/s.
- Conduct finance audit for SACE
- Conduct performance audit for SACE
- Conduct IT audit for SACE and
- Report on the results of the audits to SACE Management and Audit Committee.

### 4. EVALUATION OF PROPOSALS FOR THE PANEL

4.1 The evaluation criteria will be according to the following:

- Bid documentation.
- 80/20 Principle will apply = Pricing and Specific goals.

Companies scoring less than sixty (60) per cent for functionality, as evaluated by the panel, will not be considered for further evaluation (80/20 principle).

The bid will be evaluated in terms of resources, skills, expertise, approach, price, independence, track record and preference points.

SACE reserves the right to request proof/evidence of performance or claims stipulated in the proposal.

An average point per tender between the panel members will be obtained as follows:

<b>CRITERIA</b>	<b>POINTS</b>	<b>SCORE</b>
Price	80	
<b>SPECIFIC GOALS</b>	As specified below	
51% Black ownership	10	
51% women ownership	5	
10% People living with disabilities	2	
30% Youth ownership	3	

#### 4.2. The evaluation criteria for functionality

<b>ELEMENTS/CRITERIA</b>	<b>WEIGHT</b>
<b>Company information and relevant experience:</b> <ul style="list-style-type: none"> <li>History/background (minimum of 3 years' experience)</li> <li>Financial stability/sustainability.</li> </ul>	10% (company with less than 3 years' experience will score 0%)  10%
<b>Technical/competency requirements:</b> <ul style="list-style-type: none"> <li>Human resources (skills, expertise and capacity to deliver)</li> <li>Company Experience in external auditing and other AGSA audits (3 years AGSA audit experience).</li> </ul>	35% (attach CV with 3 years' experience)  35% (company with less than 3 years AGSA audit experience will score 0%)
<b>Verifiable references:</b> <ul style="list-style-type: none"> <li>List of major clients and previous contracts especially with Government audits and other public entities (minimum of 5 reference letters of AGSA audits).</li> </ul>	10% (companies with less than 5 verifiable references will score 0%)
<b>TOTAL</b>	<b>100%</b>
NB: The firm's submissions and proposals should be addressing the above evaluation criteria. The information required for functionality should be presented in an orderly fashion for easy reference by the evaluation panel. Minimum of 60 functionality points must be achieved.	

### 5. PROPOSAL REQUIREMENTS

#### 5.1. Control of quality

This will serve as a guide to minimum requirements when proposing to SACE on an expressed need for external audit service to be conducted.

Please indicate with a YES or NO in the compliance column if you comply with the following:

<b>DESCRIPTION</b>	<b>COMPLIANCE YES / NO</b>	<b>NOTE</b>
The ability to conduct the required external audit services with reference to the necessary skills and experience.		
References- names, telephone numbers and fax numbers – where External Audit services have been completed.		
Track record – a complete summation of all relevant external audit services conducted and the outcomes thereof.		

Compulsory Documented proof of the following is required:

- Valid SARS issued Tax Pin printout.
- CSD compliance report.
- SAICA registration as Chartered Accountant
- IRBA registration as an Auditor
- 3 Years Audited/ Independently Reviewed Financial Statements

## 5.2. Other Conditions

SACE will allow only people for whom curriculum vitae were received and approved on this project. If the original resources are no longer available, the service provider must provide a resource to the satisfaction of SACE with similar skills or better as the original resource at the same price. SACE reserves the right to conduct interviews with proposed team members. Only relevant experience will be taken into consideration.

## 5.3. Proposal / Plan

Where specified, detailed plan must be submitted with the proposal. The plan must at least cover the following:

- Goals and objectives
- Methodology
- Deliverables
- Related activities
- Key Performance indicators
- Milestones
- Risk assessment
- Cost breakdown
- Capacity building
- Number and type of skills of team members involved in the project.
- The type of information you require from SACE.
- Details regarding reporting.

## 6. MANAGEMENT OF THE CONTRACT

### 6.1. General practices

The service provider must agree to the following to ensure proper management of the contracted resources by SACE:

Please indicate with YES or NO in the compliance column if you comply with the following:

DESCRIPTION	COMPLIANCE YES / NO	NOTE
All service providers will report to a project leader, assigned by SACE or to a responsible line manager.		
All service providers will work according to pre-agreed Terms of Reference (TOR), which will include project description and the place of work,		



a task description, a breakdown in task with dates for individual milestones, estimated time to completion and acceptance criteria when appropriate. The TOR is part of project plan.		
A deviation of the TOR will need approval of the project leader and, in certain cases, adjustment of the project plan.		
The service provider can submit proposals to deviate from the TOR, supported by technical or other reasons, outlining the effect on the completion date and in monetary terms.		
SACE can negotiate deviations from the TOR. The service provider will be requested to submit an outline of the effects on the completion date and monetary terms.		
A revision of the project plan can lead to deviations to the TOR. The service provider will be requested to submit an outline of the effects of the completion date and in monetary terms.		
The service provider report expenses and time spent on a time sheet against tasks monthly. The reports must be submitted for approval to the project leader or line manager responsible for the assignment.		
Duplicates of all reports will be submitted in electronic format (Microsoft Word).		
SACE reserves the right to exercise quality control as it sees fit.		
SACE reserves the right to audit the progress on the project as it sees fit.		
SACE standards and procedures must be adhered to when deemed applicable by SACE.		
Quarterly meetings will take place between the service provider and SACE to discuss progress.		
The service provider shall deliver a service as specified on a timescale and according to pre-determined hourly tariff within an approved budget		

## 7. TRAINING OF RESOURCES

### 7.1. Non-billable

The service provider shall not bill SACE for any time whilst its resources are undergoing training, attending seminars or other education sessions at the instigation of the service provider or resource and for the purpose of long-term career development.

### 7.2. Billable

Where there is a need for specific training, awareness or general information gathering identified by SACE which will result in immediate benefit for SACE and SACE deems a service provider's resources the most suitable individual to attend these sessions, SACE will cover the cost of the session and / or the normal hourly rate of the resource for the period. The project leader prior to attendance must approve any session, which may be considered within this category.

### 7.3. Charges and Expenses

Please indicate with a YES or NO in the compliance column if you comply with the following:

DESCRIPTION	COMPLIANCE YES / NO	NOTE
The address of the submitting claims is: SACE Finance office		
Invoicing will be done monthly at the specified tariffs until the ceiling price if applicable is reached. If the sum of the hourly tariffs is less than the ceiling price, SACE will only be responsible for the payment of the lowest cost.		
Reimbursement for travel expenses are restricted to travel, which is necessary to successfully complete the work. Travel from home to work and vice versa is excluded at all times. The project leader from SACE must approve trips in advance.		
Legitimate and approved travel expenses will be reimbursed as follows: <ul style="list-style-type: none"> <li>• The use of contractors' own car- SACE tariffs</li> <li>• The use of a rental car – as per the National Treasury cost containment measure</li> <li>• Air travel – as per the National Treasury cost containment measure, only with prior permission of the project leader from SACE with sufficient authority in writing.</li> <li>• Hotel accommodation – as per the National Treasury cost containment measure</li> <li>• Meals – as per the SACE cost containment measure. Alcoholic beverages are not reimbursed.</li> </ul>		
SACE does not accept special tariffs for work done outside office hours.		
All claims must be submitted to SACE on a monthly basis and must be accompanied by substantiating documents, and updated grant chart, progress report in the prescribed format and timesheet with hours claimed and related activities claimed for.		
Payments of invoices will take place within 30 days, provided the invoice is correct.		

### 8. VIOLATION OF THE AGREEMENT

Please indicate with a YES or NO in the compliance column if you comply with the following:

DESCRIPTION	COMPLIANCE YES / NO	NOTE
SACE has the right to cancel the agreement with immediate effect when, in the opinion of SACE, the service provider misbehaves, cannot perform the requested tasks or fails to deliver on time.		
SACE has the right to cancel for individual placements in the agreement with a notice period equal to the term of the charges in the contract (hourly, weekly, monthly) in case of a conflict with the service provider or when the assignment is terminated due to unforeseen charges in the project plan or other circumstances. No notice period is required at the agreed end of an assignment and as specified in the TOR.		
SACE has the right to cancel projects in the agreement with a notice period equal to one month in case of a conflict with the contractor or when the assignment is terminated due to unforeseen changes in the project plan or other circumstances. No notice period is required at the agreed end of an assignment and as specified in the TOR.		
SACE will inform the contractor of cases of default or neglect. Notice of such occurrences will be given in writing and delivered by hand.		
Ownership of all information and documentation stays with SACE and shall not be distributed without the prior consent from an authorised official.		
All work done shall be regarded as confidential and information can only be distributed with the written permission from an authorized official of SACE.		
<p>SACE has the right to cancel the agreement if:</p> <ul style="list-style-type: none"> <li>• the AGSA objects to the appointment.</li> <li>• the auditor ceases to be registered as described by regulations.</li> <li>• the auditor is a disqualified person under relevant legislation.</li> <li>• the auditor ceases to be eligible for appointment as auditor.</li> <li>• the auditor's independence is compromised.</li> </ul>		

## 9. INDEMNITY / SAFEGUARD / PROTECTION

The service provider safeguards SACE against any losses as a result of claims from any person working with him / her.

SACE will not be held responsible for any injuries; death or any damage to property while the contractor is delivering a service to SACE.

## 10. SUBMISSION OF PROPOSAL

Bid submission should be handed in by 11H00 on the closing date in threefold. The original copy must be signed and will be the legal copy of the tender proposal. The documentation must be handed in at the following address:

The Bidding Office  
SACE Head Office  
Crossway Office Park, Block 1  
240 Lenchen Avenue  
CENTURION  
0046

## 11. REQUESTS FOR FURTHER INFORMATION

Bidders may seek clarity or additional information in certain areas and are requested to direct all enquiries in writing to the CFO. In order to maintain transparency and equality of treatment, SACE will supply all bidders equally with additional information requested by bidders.

## 12. CONTACT DETAILS

All enquiries in respect of this proposal should be addressed and / or delivered to:

Name:	Mr. GM Mapindani
Address:	SACE Crossway Office Park, Block 1 240 Lenchen Avenue CENTURION, 0046
Telephone:	012 663 0417
Facsimile:	086 218 3843
Email:	<a href="mailto:morris.mapindani@sace.org.za">morris.mapindani@sace.org.za</a>

## 13. SERVICE LEVEL AGREEMENT

- 13.1. Upon award South African Council for Educators and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by South African Council for Educators, more or less in the format of the draft Service Level Indicators included in this tender pack.
- 13.2. South African Council for Educators reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- 13.3. Bidder(s) are requested to:
- Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
  - Explain each comment and/or amendment; and
  - Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 13.4. South African Council for Educators reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to South African Council for Educators or pose a risk to the organisation.

## **14. SPECIAL CONDITIONS OF THIS BID**

South African Council for Educators reserves the right:

- 14.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 14.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 14.3. To accept part of a tender rather than the whole tender.
- 14.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 14.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 14.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 14.7. Award to multiple bidders based either on size or geographic considerations.

## **15. South African Council for Educators REQUIRES BIDDER(S) TO DECLARE**

In the Bidder's Technical response, bidder(s) are required to declare the following:

- 15.1. Confirm that the bidder(s) is to: –
  - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of South African Council for Educators;
  - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
  - c. Act with circumspection and treat South African Council for Educators fairly in a situation of conflicting interests;
  - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
  - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with South African Council for Educators;
  - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;

- g. To conduct their business activities with transparency and consistently uphold the interests and needs of South African Council for Educators as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from South African Council for Educators will not be used or disclosed unless the written consent of the client has been obtained to do so.

## **16. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

16.1. South African Council for Educators reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of South African Council for Educators or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of South African Council for Educators' officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or

- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **17. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- 17.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that South African Council for Educators relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 17.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by South African Council for Educators against the bidder notwithstanding the conclusion of the Service Level Agreement between South African Council for Educators and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **18. PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing South African Council for Educators, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

## **19. INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, South African Council for Educators incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds South African Council for Educators harmless from any and all such costs which South African Council for Educators may incur and for any damages or losses South African Council for Educators may suffer.

## **20. PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

## **21. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. South African Council for Educators shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

## **22. TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant. South African Council for Educators reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to South African Council for Educators, or whose verification against the Central Supplier

Database (CSD) proves non-compliant. South African Council for Educators further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

### **23. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. South African Council for Educators reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

### **24. GOVERNING LAW**

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

### **25. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that South African Council for Educators allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and South African Council for Educators will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

### **26. CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with South African Council for Educators' examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by South African Council for Educators remain proprietary to South African Council for Educators and must be promptly returned to South African Council for Educators upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure South African Council for Educators' written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

### **27. South African Council for Educators PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any South African Council for Educators proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).



## **28. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid 03/2024/2025, the South African Council for Educators may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.: .....
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FOR .....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

-----  
-----  
-----  
-----  
-----

R-----  
R-----  
R-----  
R-----  
R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----  
-----  
-----  
-----

R----- days  
R----- days  
R----- days  
R----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

-----  
-----  
-----  
-----

..... R.....  
..... R.....  
..... R.....  
..... R.....

TOTAL: R.....

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid .....  
.....

7. Estimated man-days for completion of project .....  
.....

8. Are the rates quoted firm for the full period of contract? \*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....  
.....  
.....  
.....

\*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

MPHO MOLOI (Ms)  
**SACE**  
Crossway Office Park  
Block 1  
240 Lenchen Avenue  
CENTURION  
0045

Tel: 012 663-0422

**Or for technical information –**

MAPINDANI GM  
Tel: 012 663-0417

## BIDDER'S DISCLOSURE

SBD4

### 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 interest<sup>1</sup> 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 institution	State

2.2 Do you, or any person connected with the bidder, have a relationship

---

<sup>1</sup> 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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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 consortium<sup>2</sup> 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

---

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.

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

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to invitations to tender:

- 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. **To be completed by the organ of state**

The applicable preference point system for this tender is the **80/20** preference point system.

1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4. **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	
51% Black ownership	10
51% women ownership	5
10% People living with disabilities	2
30% Youth ownership	3
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20                      or                      90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



## 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**                      or                      **90/10**

$$Ps = 80 \left( 1 + Pt \frac{\quad}{Pmax} - Pmax \right) \text{ or } Ps = 90 \left( 1 + Pt \frac{\quad}{Pmax} - Pmax \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black ownership	10	
51% women ownership	5	
10% People living with disabilities	2	
30% Youth ownership	3	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i.) The information furnished is true and correct;
- 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct; iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to South African Council for Educators in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number 03/2024/25 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder’s past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Proposal requirements
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE:	.....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME)** .....

.....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;

- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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