



higher education
Department:
Higher Education
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/2025/05/01	RE- ADVERT REQUEST PROPOSAL FROM A PROSPECTIVE SUPPLIER OF TERM CONTRACTORS FOR PLUMBING WORKS FOR A PERIOD OF THREE (03) YEARS.	THURSDAY, 05 JUNE 2025 AT 11H00
NKTVET/2025/05/02	REQUEST A PROPOSAL FROM A PROSPECTIVE SUPPLIER TO PROVIDE PEST CONTROL SERVICES FOR A PERIOD OF THREE (03) YEARS.	
NKTVET/2025/05/03	NKANGALA TVET COLLEGE REQUESTS A PROPOSAL FROM THE PROSPECTIVE SUPPLIER TO PROVIDE HYGIENE SERVICES FOR A PERIOD OF THREE (03) YEARS	
NKTVET/2025/05/04	REQUEST A PROPOSAL FOR THE SUPPLY OF ACADEMIC REGALIA FOR GRADUATION CEREMONIES FOR A PERIOD OF THREE (03) YEARS.	
NKTVET/2025/05/05	REQUEST A PROPOSAL OF PHOTOGRAPHIC SERVICE FOR GRADUATION CEREMONIES FOR NKANGALA TVET COLLEGE FOR A PERIOD OF THREE (03) YEARS.	

Tender documents can be downloaded from E-tenders website at www.etenders.gov.za on **Tuesday on 13 May 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 and Northey Street, Witbank 1035**. Late bids will not be accepted.

Enquiries can be directed to:

Mr. L. Maboja by email: [lucky@ntc.edu.za](mailto: lucky@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.

Hando Hlope
09/05/2025



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Central Office
Cnr Northey & Haig Street
PO Box 2282
WITBANK
1035



**NKANGALA TVET, COLLEGE EXAMINATION AND GRADUATION DEPARTMENT, INVITES TENDERES
TO SUBMIT PROPOSALS FOR THE SUPPLY OF ACADEMIC REGALIA FOR GRADUATION
CEREMONIES FOR THE PERIOD OF THREE (03) YEARS.**

NKTVET/2025/05/04

PLEASE INDICATE NAME OF YOUR COMPANY

TENDER AMOUNT INCLUSIVE OF VAT: _____

NKANGALA TVET COLLEGE, EXAMINATION AND GRADUATION DEPARTMENT, INVITES TENDERES TO SUBMIT PROPOSAL FOR THE SUPPLY OF ACADEMIC REGALIA FOR GRADUATION CEREMONIES FOR A PERIOD OF THREE (03) YEARS.	
RFP NUMBER:	NKTVET/2025/05/04
RFP ISSUE DATE:	13 MAY 2025
CLOSING DATE AND TIME:	05 JUNE 2025 TIME: 11h00
RFP VALIDITY PERIOD	90 DAYS
DESCRIPTION:	REQUEST A PROPOSAL FOR THE SUPPLY OF ACADEMIC REGALIA FOR GRADUATION CEREMONIES FOR A PERIOD OF THREE (03) YEARS.
RESPONSES TO THIS RFP SHOULD BE:	PLACED IN THE TENDER BOX AT THE RECEPTION AT THE CENTRAL OFFICE,06 CNR HAIG & NORTHEY STREET, WITBANK ,1035 BY NOT LATER THAN 05 JUNE 2025 AT 11H00
ENQUIRIES	Mr. Lucky Maboa lucky@ntc.edu.za <u>013 6901885</u>

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1. INTRODUCTION

Nkangala TVET College invites prospective suppliers to serve in the **panel of two (02)** supply Diploma Graduation Regalia for the period of three (3) years, subject to be extended for the period of two (2) years based on their performance.

2. OBJECTIVE

The primary objective is to appoint a reputable service provider Academic Regalia for Graduation Ceremonies.

3. SCOPE OF WORK FOR ACADEMIC REGALIA GRADUATION CEREMONIES

THE SUPPLIER SHALL SUPPLY ACADEMIC REGALIA GRADUATION WITH THE FOLLOWING

3.1.1. Diploma Graduation Regalia: Material – Mixture of cotton and polyester

3.1.2. NCV STUDIES:

3.1.2.1. Business studies shoulder bands: Light blue at the back and front with no line/s

3.1.2.2. Engineering studies shoulder bands: Orange at the back and front with no line/s.

3.1.3. NATED STUDIES:

3.1.3.1. Business studies shoulder bands: Royal blue with black line at the front.

3.1.3.2. Engineering studies shoulder bands: Orange at the back with one black line at the front.

4. PRODUCT DELIVERY AND COLLECTION

4.1. The Supplier shall be responsible to coordinate the delivery and collection (i.e. administrative office, loading dock) and logistical arrangements (e.g. delivery and collection to and from the proposed venue by the college to ensure on-time delivery of the order for the smooth execution of the college graduation ceremony (exact venue address details will be confirmed).

4.2. Deliveries must be made by the Supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments, or otherwise as mutually agreed upon between the Nkangala TVET College and the Supplier.

5. COMPULSORY RETURNABLE DOCUMENTS

5.1. RFP documents with initials every page

5.2. Fully completed pricing schedule (Bill of Quantity)

5.3. CSD Report summary/detail (not older than three (3) months to verify the following items:

5.4. Attach proof of payment for the purchased of the tender document. **An amount R300.00 non-refundable, payable to the following Bank Account: ABSA Bank, Account number: 4087908300, Branch Code: 632005 NB: Reference must be in the name of bidding company**

5.5. Company Registration Documents (If a Joint Venture, joint venture agreement) in case of a joint venture all the parties must comply with all the requirements as stated

5.6. Board resolution (provide a valid board resolution if not a sole Proprietor)

5.7. The following documents must be completed and signed where applicable and submitted as a complete set: **SBD FORMS**

6. BASIC TERMS AND CONDITIONS

- 6.1.** 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.
- 6.2.** Bid documents must be sealed and externally marked with: **Supply of A REGALIA GRADUATION CEREMONIES** bid no: **NKTVET/2025/05/04** and placed in the **Bid Box at Central Office, 06 Cnr Haig & Northey Street, Witbank, 1035** 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.
- 6.3.** 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.

7. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

- 7.1.** 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 Nkangala TVET College allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Nkangala TVET College will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors

8. NOTICE TO BIDDERS

NB: Very Important Notice on Disqualification Process

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:

- 8.1.** 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.
- 8.2.** If the bidder or director is restricted to do business with government, and/or the director is a state employee.
- 8.3.** If the bidder is not tax compliant, based on tax laws of South Africa. If the bidder has been submitted either in the wrong bid box or after relevant closing date and time.
- 8.4.** If the bidder did not submit documents as per clause 6 (compulsory returnable documents).
- 8.5.** A bidder scores less than 70 percent on functionality criteria as per clause 11. (Functionality Criteria).

9. SPECIAL CONDITION OF THE CONTRACT

9.1. CANCELLATION OF CONTRACT

- a) 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.

9.2. 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.

9.3. 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 on 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:

In the event of any breach of or failure by the Contractor to comply with any of the terms of this Contract. 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 the 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 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.

9.4. 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.

9.5. 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.

9.6. ACCEPTANCE

9.6.1. The written acceptance of this tender shall constitute a contract binding on both parties.

9.6.2. 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.

9.6.3. 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.

9.7. PRICE

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

9.8. 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.

9.9. NO RIGHT TO CESSION

It is hereby specially undertaken and agreed that the Contractor 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.

9.10. VARIATIONS BY TENDERER

If the tenderer wishes to make any departures from or modifications to the Conditions of contract 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.

9.11. 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.

9.12. 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.

10. CONDITIONS FOR SELECTION/SHORT-LISTING

10.1. Bids submitted will be adjudicated by Nkangala TVET College using 80/20 functionality scoring system that awards points in line with the guidelines of the Supply Chain Management covering the following items.

10.2. Functionality will be evaluated as follows: Minimum points/score for functionality is 70 percent and any bidder that scores below 70 percent will be disqualified for further evaluation

11. Functionality will be evaluated as follows:

Minimum points for functionality is 70 points and any bidder that scores below 70 points will be disqualified.

FUNCTIONALITY CRITERIA	POINTS ALLOCATED
Provide seven (07) Company Experience on supplying an academic regalia for Graduation Ceremonies to a University or equivalent (TVET Colleges, Commercial, educational, hospitality) with successful delivery of similar scale and requirement as set out in the scope of work. Indicate your years of experience in providing these services. Proof required (signed and stamp reference letter) They must be on the company letterhead and have contact details and scope of work within the past 10 years • 7 Reference letter = 70 Points • 6 Reference letter = 60 Points • 5 Reference letter = 50 Points • 4 Reference letter = 40 Points • 3 Reference letter = 30 Points • 2 Reference letter = 20 Points • 1 Reference letter = 10 Points	70
Submit Business profile must include <i>(Provide details of your resource proposal for the onsite teams including the volume of staff and type of staff (admin support or other) that would be present at the main venue, holding (visitor) details related to the roles and responsibilities of the proposed onsite team for a graduation ceremony where 1000 graduands are expected to graduate per day.</i> Business profile = 10 point Non submission = 0 point	10
Locality Locality points will be awarded based on Company Registration (CK) address Locality (Nkangala Region) =20 points Locality (Mpumalanga province) =15 points Outside the province = 10 points	20
Total points	100

12. DETAILED PRICE SCHEDULE

Pricing must include items listed in the below table:

NB: please take note of the following important information

1. *Please note that number of students who are graduating will be provided to successful bidders, yours price must be fixed for three years.*
2. *Successful bidder will be require to take size before graduation in order to prepare gown and company will be remunerated per rate per kilometre.*

Items	Description	Quantity	Unit price	Total price
	Price for Hire			
1	CERTIFICATE			
	- GOWN ONLY	1		
	- BELT ONLY	1		
2	DIPLOMA			
	- GOWN	1		
	- BELT ONLY	1		
	- CAP ONLY	1		
3	SCROLLES	1		
4	Rate per Kilometre	km		
	SUB-TOTAL			
	VAT			
	GRAND TOTAL (TENDER AMOUNT)			

13. FORMULA:

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

Stage 2: Price and BBBEE Preference Points

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

Price	80 points
Preference (BBBEE)	20 points
Total	100 points

FORFULA:

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

3.2 Stage 2: Price and BBBEE Preference Points

Nkangala TVET College encourages black economic empowerment through providing opportunities to historically disadvantaged individuals, by unfair discrimination on the basis of race, gender and disability including the implementation of programmers of the Reconstruction and Development Programmers published in Government Gazette No. 16085 dated 23 November 1994

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

20.2. B-BBEE Certificates

NB: If your disability status on the CSD is "Yes", you must provide proof of evidence from registered medical practitioner in order for points to be allocated accordingly.

14. SBD4 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 Institution	State

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

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. 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 consortium¹ will not be construed as collusive bidding.

SBD4

- 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.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

15. SBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

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

16. SBD 9 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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD 9

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