BIDS ADVERTISEMENT FORM

Companies and Intellectual Property Commission
a member of the dtic group

TYPE OF BID	**OPEN TENDER**	
BID DESCRIPTION	**INVITATION TO ICT SERVICE PROVIDERS FOR THE RENEWAL OF EXISTING FORTINET NEXTGENERATION FIREWALL (NGFW) AND FORTIIDENTITY CLOUD LICENCES, SUBSCRIPTIONS, OEM SUPPORT AND MAINTENANCE**	
BID NUMBER	12/2026/2027	
NAME OF INSTITUTION	**COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC)**	
THE PLACE WHERE GOODS WORKS OR SERVICES ARE REQUIRED	PRETORIA	
OPENING	**DATE: 12 NOVEMBER 2026**	
CLOSING	**DATE: 26 NOVEMBER 2026**	**TIME: 11H00**
CONTACT DETAILS **NB:BIDDERS ARE REQUESTED TO SEND EMAILS FOR ALL TENDER RELATED QUERIES** **OFFICE HOURS: 08:00 – 15H00 (MONDAY TO FRIDAY)**	POSTAL ADDRESS	P.O. BOX 429, PRETORIA ,0001
	PHYSICAL ADDRESS	THE BID BOX IS SITUATED AT: **AT THE WEST GATE ON 77 MEINTJIES STREET, CLOSE TO ENTFUTFUKWENI BUILDING (BLOCK "F"), 77 MEINTJIES STREET, SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA.**
	TEL	Tel:
	EMAIL	SMOTSHWENI@CIPC.CO.ZA AND sbopape@cipc.co.za and astulo@cipc.co.za
	CONTACT PERSON	
BIDS CAN BE REQUESTED VIA EMAIL	CIPC WEBSITE UNDER TENDERS, www.cipc.co.za OR EMAIL: S	
WHERE BIDS SHOULD BE DELIVERED	**THE BID BOX IS SITUATED AT: AT THE WEST GATE ON 77 MEINTJIES STREET, CLOSE TO ENTFUTFUKWENI BUILDING (BLOCK "F"), 77 MEINTJIES STREET, SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA.**	
IMPORTANT TO NOTE: THE CIPC TENDER BOX HAS THE FOLLOWING DESCRIPTION: "CIPC TENDER BOX".	**NOTE: IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO DEPOSIT TENDERS IN THE CORRECT BOX AND TENDERS DEPOSITED IN WRONG BOXES WILL NOT BE CONSIDERED.**	
CATEGORY	SERVICES	
SECTOR	PUBLIC ENTITY	
REGION	GAUTENG	
SITE VISIT / BRIEFING SESSION	**NONE**	

PLEASE NOTE **THAT THE BID PROPOSAL MUST BE HAND DELIVERED TO CIPC OFFICES. NB: It is the prospective bidders' responsibility to obtain bid documents in time so as to ensure that responses reach CIPC, timeously. CIPC shall not be held responsible for delays in the postal service.**

TENDER DOCUMENTATION

1. **Bidders should ensure that bids are delivered in time to the correct address. Late proposals will not be accepted for consideration.**
2. All bids must be submitted on the official forms – (not to be re-typed)
3. Bidders should ensure that bids are delivered timeously to the correct address, bids submitted by telegram, Facsimile or other similar apparatus will not be accepted for consideration.
4. This bid is inter alia subject to the general conditions of contract (GCC) and, if applicable, any other special conditions of contract.
5. The following particulars must be furnished.

5.1 BIDDING STRUCTURE

Indicate the type of Bidding structure by marking with an **'X'**	
Individual Bidder	
Joint Venture	
Consortium	
With Sub Contractors	
Other	

If Joint Venture or Consortium, indicate the name/s of the partners:	
Company Name	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Fax Number	
Postal Address	
Physical Address	

If Individual:	
Name of Bidder	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Mobile Number	
E-mail address	
Fax Number	
Postal Address	
Physical Address	

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6. PLEASE SEE ATTACHED SBD (STANDARD BIDDING DOCUMENTS THAT NEED TO BE COMPLETED AND SUBMITTED) AND ATTACHMENTS

INDEX

NO	TABLE OF CONTENTS	SOURCE DOCUMENT	
1.	SBD 1: INVITATION TO BID	ANNEXURE A	PLACED IN PRICE ENVELOP WITH SBD3.3
2.	SBD 2: TAX CLEARANCE REQUIREMENTS	ANNEXURE B	BIDDERS TO SUBMIT TAX CLEARANCE PIN
3.	SBD 3.3: PRICING SCHEDULE	ANNEXURE C	MUST BE PRINTED AND PLACED IN A SEPARATE SEALED ENVELOP TOGETHER WITH SBD FORM 1(STATING TOTAL BID PRICE) AND PLACED IN A SEPARATE PRICE FOLDER IN THE USB
4.	SBD 4: DECLARATION OF INTEREST	ANNEXURE D	TO BE COMPLETED
5.	SBD 6.1: PREFERENCE POINTS CLAIM	ANNEXURE E	
	SBD 6: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	ANNEXURE EE	
6.	SDD 8: DECLARATION OF INTEREST	ANNEXURE F	
7.	SBD 9: CERTIFICATE IF INDEPENDENT BID	ANNEXURE G	
8.	GENERAL CONDITIONS OF CONTRACT		
10.	TERMS OF REFERENCE (SPECIFICATIONS	ANNEXURE "H"	DETAILS FOR SPECIFICATIONS (SEE ATTACHED ANNEXURE "H")

FAILURE TO COMPLETE AND ATTACH THE FOLLOWING SBD FORMS WILL DISQUALIFY A BID

7. CONFIDENTIAL INFORMATION DISCLOSURE NOTICE.

7.1 This document may contain confidential information that is the property of CIPC.

7.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from CIPC.

7.3 All copyrights and Intellectual Property herein vests with CIPC.

8. INTRODUCTION

8.1 **PURPOSE OF BID.**

8.1.1 The purpose of this RFB (request for bid) (is an invitation to potential suppliers (hereinafter referred to as "Bidders") to submit Bids for the items/products/solutions or services as detailed under Technical/solution specification or Terms of Reference.

8.2 **OBJECTIVES.**

8.2.1 Compliance with all relevant legislations and regulations.

8.2.2 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria CIPC intends to select a preferred bidder/s with the view of concluding a service a service level agreement (SLA) with such successful bidder. The Bid will be evaluated in terms of the **PPPFA 80/20 preferential points system.**

8.3 **ENQUIRIES**

8.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, **in writing**, to the contact person(s) listed below under no circumstances may any other employee within CIPC be approached for any information. Any such action might result in a disqualification of a response submitted in competition to the RFB. CIPC reserves the right to place responses to such queries on the website.

S MOTSHWENI H VILJOEN	Telephone	-
	E-mail	SMOTSHWENI@CIPC.CO.ZA AND HVILJOEN@CIPC.CO.ZA

9. DEFINITIONS

9.1 The Companies and Intellectual Property Commission [hereinafter referred to as "CIPC"] was in terms of the provisions of the Public Finance Management Act (PFMA), established as a trading entity on 4 March 2002. Its formulation brought together the South African Companies Registration Office (SACRO) and the South African Patents and Trademarks Office (SAPTO), both former directorates of **the dti.**

9.2 **CIPC**, a trading entity within the Department of Trade and Industry, exists to register businesses and intellectual property rights, maintain related registers and develop information for disclosure to stakeholders.

9.3 **"Acceptable Bid"-**means any bid, which, in all respects complies with the specifications and conditions of the Request for bid as set out in this document.

9.4 **"Acts" –** Means the Preferential Procurement Policy Framework Act. (Act No 5 of 2000).

9.5 ***"Agent" "*** – means a person mandated by another person ("the principal") to do business for and on behalf of or to represent in business transaction the principal, and thereby acquire rights for the principal against an organ of state and incur obligations binding the principal in favour of an organ of state.

9.6 **"*Bid" "*** - means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.

9.7 ***"Bidders"*** - means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by CIPC to submit a bid in response to this bid invitation.

9.8 **"*Client"*** - means internal and external customers that participate in CIPC registration processes.

9.9 ***"Comparative Price"*** -- means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.

9.10 ***"Consortium"*** - means several entities joining forces as an umbrella entity to gain strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.

9.11 ***"Firm Price"*** -means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.

9.12 ***"Goods"*** – means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to CIPRO or CIPC's delegate by the successful vendor in terms of this bid.

9.13 provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution is deemed not to be an HDI.

9.14 ***"Hosting Partners"*** - means companies who entered into an agreement with CIPC in the areas of application management; application hosting, application service provision, and marketplace hosting are incorporated in this category.

9.15 ***"Internal Collaboration"*** **-** means collaborative arrangements within a group of companies or within various strategic business. units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks

9.16 ***"Joint Ownership"*** - (also known as equity JVs) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.

9.17 ***"Joint Venture" - (Project)*** means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.

9.18 ***"Licenses"*** - means conditional use of another party's intellectual property rights.

9.19 ***"Management"*** - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

9.20 **"*Non-firm Price(s)*"**- means all price(s) other than "firm" price(s).

9.21 **"*Organ of State" "*** - means a constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.

9.22 **"*Person(s)" -)"*** - refers to a natural and/or juristic person(s).

9.23 **"*Rand Value"*** - means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.

9.24 ***"Successful Vendor"*** - means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.

9.25 ***"Prime Vendor"*** – means any person (natural or juristic) who forwards an acceptable proposal in response to this RFB with the intention of being the main contractor should the proposal be awarded to him/her.

9.26 ***"Vendor Agent"*** **-** means any person mandated by a prime vendor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime vendor and thereby acquire rights for the prime vendor or consortium/joint venture against CIPC or an organ of state and incur obligations binding the prime vendor or consortium/joint venture in favour of CIPC or an organ of state.

9.27 ***"SMME"*** **–** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).

9.28 "***Service Partners"*** - means any successful vendor who is awarded the proposal or who entered into an agreement with CIPC and/or its clients to offer consulting services in areas such as but not limited to, strategic e-business consulting, evaluation, implementation and continuous improvement or system integration.

9.29 **"*Support Partners"* –** means any successful vendor who entered into partnership agreement with CIPC and/or its clients for the provision of support services to a specific solution.

9.30 ***"Sub-Contracting"*** - means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.

9.31 **"*Trust"* -** *means* the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

9.32 **"*Trustee"* -** *means* any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

9.33 "Contract" means the agreement that results from the acceptance of a bid by an organ of state.

9.34 "Specific contract participation goals" means the goals as stipulated in the Preferential Procurement Regulations 2001.

10. ACRONYMS AND ABBREVIATIONS

I. The following acronyms and abbreviations are used in this proposal and must be similarly used in the proposal submitted in response and shall have the meaning ascribed thereto below.

Abbreviations/Acronyms	Description
CPI	Consumer Price Index.
COTS	Commercial of the shelf system
DTI	Department of Trade and Industry
HDI	Historically Disadvantaged Individuals
EDMS	Electronic Document Management System
IS	Information Systems
ISO	International Standard Organization
IT	Information Technology
LAN	Local Area Network
NIA	National Intelligence Agency
OCR/ICR	Optical Character Recognition/Intellectual Character Recognition
OEM	Original Equipment Manufacturer
PPPFA	Preferential Procurement Policy Framework Act
RFB	Request for Bid
RFP	Request for Proposal
RSA	Republic of South Africa
SITA	State Information Technology Agency
SLA	Service Level Agreement
SW	Software
WAN	Wide Area Network
WF	Weighing factor

11. GENERAL RULES AND INSTRUCTIONS.

11.1 CONFIDENTIALITY.

11.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFB. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.

11.1.2 For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional

and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

11.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of CIPC (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

11.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent CIPC's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, CIPC shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

11.1.5 Any documentation, software or records relating to confidential information of CIPC, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:

- Shall be deemed to form part of the confidential information of CIPC.
- Shall be deemed to be the property of CIPC.
- shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
- Shall be surrendered to CIPC on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

11.2 News and press releases.

11.2.1 Bidders or their agents shall not make any news releases concerning this RFB or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with CIPC.

11.3 Precedence of documents.

11.3.1 This RFB consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence.

11.3.2 Where this RFB is silent on any matter, the relevant stipulations addressing such matter and which appears in the PPPFA shall take precedence. Vendors shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that CIPC may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by CIPC.

11.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB. It however remains the exclusive domain and election of CIPC as to which of these stipulations are applicable and to what extent. Vendors are hereby acknowledging that the decision of CIPC in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the vendor(s). The vendor(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

11.4 PREFERENTIAL PROCUREMENT REFORM.

11.4.1 CIPC supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, CIPC insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.

11.4.2 CIPC will apply the principles of the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended together with Preferential Procurement Regulations, 2022 to this proposal.

11.1.1 Vendors shall complete the preference certificate attached to this proposal. In the case of a consortium and sub-contractors, the preference certificate must be completed for each legal.

11.2 NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME.

11.2.1 The Industrial Participation (IP) policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. This programme is intended to enable the DTI to negotiate obligation agreements, such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development collaboration, with service that have imported content. Clearance must be obtained from the DTI prior the award of any bid that has imported content in excess of R10 million (ten million rands).

11.3 LANGUAGE

11.6.1 Bids shall be submitted in **English**.

11.4 GENDER

11.7.1 Any word implying any gender shall be interpreted to imply all other genders.

11.5 HEADINGS

11.8.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

11.6 SECURITY CLEARANCES.

11.6.1 Employees and sub-contractors of the vendors *may* be required to be in possession of valid security clearances to the level determined by NIA and/or CIPC commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The vendors shall supply and maintain a list of personnel involved on the project indicating their clearance status.

11.7 FORMAL CONTRACT

11.7.1 This RFB, all the appended documentation and the proposal in response thereto read together, forms the basis for a formal contract to be negotiated and finalized between CIPC and the enterprise(s) to whom CIPC awards the bid in whole or in part.

11.7.2 a mere offer and acceptance shall not constitute a formal contract of any nature for any purpose between CIPC and any vendor.

11.8 INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSAL.

11.8.1 **One (1) original hard copy and a USB, NO CDS in PDF marked with the bidder's Name shall be submitted on the date of closure of the Bid. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMIDIATELY INVALIDATE THE PROPOSAL: PLEASE REFER TO TERMS OF REFERENCE ON PAGE 5 FOR FURTHER DETAILS. *NO CDS ALLOWED ONLY USB'S. NO PASSWORD PROTECTION ALLOWED.***

- ***NB: PRICING/ COSTING SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE.***
- The original copy **MUST BE SIGNED** by an authorized employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.(Electronic signatures accepted)
- Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.
- Bids must be submitted in a prescribed response format herewith reflected as **Response Format**, and be **sealed in an envelope.**

11.8.1.1 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.

11.8.1.2 Bids must be submitted in a prescribed response format herewith reflected as **Response Format**, and be sealed in an envelope.

11.8.1.3 **Bids must be deposited into CIPC's Bid Box on or before 27 MAY 2025 *not* later than 11h00am. THE BID BOX IS SITUATED AT: AT THE WEST GATE ON 77 MEINTJIES STREET, CLOSE TO ENTFUTFUKWENI BUILDING (BLOCK "F"), 77 MEINTJIES STREET, SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA. The DTI Campus.**

11.8.1.4 The physical size of the envelope must be limited to Depth = **750mm x Width = 380mm x Height = 140mm** as the bid box aperture cannot accommodate larger sizes.

11.8.1.5 All Bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date and stipulated time.

11.8.1.6 **Bids received after the time stipulated will not be considered.**

11.8.1.7 Bid responses sent by post or courier must reach this office at least **36 hours** before the closing date to be deposited into the proposal box. Failure to comply with this requirement will result in your proposal being treated as a "late proposal" and will not be entertained. Such proposal will be returned to the respective vendors.

11.8.1.8 No proposal shall be accepted by CIPC if submitted in any manner other than as **prescribed above**

12. RESPONSE FORMAT

12.1 Bidders shall submit response in accordance with the response format specified below. Failure to do so will result in rejecting vendor's response. No referrals may be made to comment. Failure to comply will result in the bidder being penalized

12.2.1. MANDATORY DOCUMENTS.

12.2.1.1 Valid tax clearance PIN, If a Consortium or Joint Venture. Tax Clearance PIN must be submitted for each member.

1.2.2.1.2 **Proof of registration with National Treasury Supplier Database must be attached upon submission of the document.**

12.2.2 **Executive Summary**

12.2.2.1 The executive summary must cover the following:

- The Bidder needs to indicate to us that he is responding as a **Prime contractor, joint venture, consortium or partnership and list the parties concerned**
- Bidder needs to inform us that as the executive committee of the company we have duly designated the following employee name and surname to act on our behalf for the consortium, joint venture, partnership or Prime contractor.
- The Bidder markets themselves by informing us that they have done similar work for other companies and must provide us with contact details as references.
- The Bidder gives us a short summary or clarification of their response.

12.2.3 **BIDDER PROFILE**

- Individual company/joint venture/consortium shareholders certificate(s)
- Credentials of the company/consortium members etc
- Structure of the company/ consortium members etc.
- **Legal agreement between Partners, subcontractors, joint venture or consortium. In case of joint venture include *Memorandum of Understanding* governing the partnership. Whereas in the consortium, partners must submit resolutions and documentation substantiating the latter**.

12.2 BIDDER BACKGROUND INFORMATION MATERIALS:

12.3.1 Bidder Operating Organisation – Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.

12.3.2 Standards – Include information regarding your firm's utilization of widely known Industry Standards and guidelines, as they apply to your firm, your firm's proposal and proposed hardware assets.

12.3. Company Contact(s) – Provide the name, title, street address, city, state, telephone and fax numbers and e-mail of the primary company's contact person, and for any sub-Contractors.

12.3.4 Corporate Financial Status - Audited financial statements from the most recent financial year, and the preceding two financial years:

12.3.4.1 Indicate the percentage of total annual revenue that the proposed service generated for the most recent and the preceding two financial years.

12.4. LIST OF PERSONNEL

12.4.1 List of all personnel to be assigned to this project, by employer, identifying their qualifications to perform the tasks or functions to be assigned (include CV's).

12.4.2 Identify key personnel, by employer (include Sub-Contractor(s)), and provide contact information.

13. SPECIAL CONDITIONS/ REQUIREMENTS

- Travel between the prospective contractors place of work to **the dti** (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
- Government Procurement General Conditions of contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions are available on the National Treasury website (www.treasury.gov.za).
- No advance payment would be made. Payment would be made in terms of the agreement signed between CIPC and the service provider. Invoices shall be entertained in terms of the PFMA and therefore paid within (30) days on receipt of an invoice
- The price quoted by the services must include Value Added Tax (VAT**) in South African Rand:** ***Failing to comply with the condition will invalidate the prospective bidder's bid.***
- The successful Bidder must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information. Failing to comply with the condition will invalidate the prospective bidder's bid.
- CIPC will not be held responsible for any costs incurred by the service provider in the preparation and submission of the Bid.
- The successful bidder and its Shareholders and Members, may be subjected to a security screening conducted by the NIA (National Intelligence Agency).
- The employees of the successful bidder, directly involved in the project, may also be subjected to a formal security clearance process. In the event of the employee not being security competent the company shall be requested to immediately replace the employee with a security competent person. In addition, all persons directly involved in the project shall be required to sign a "declaration of secrecy".
- The successful Bidder will be required to enter into a Service Level Agreement with CIPC, within One (1) month after receiving official confirmation of being awarded the Bid.
- The Bidder shall bear all costs and expenses associated with preparation and submission of its tender, and the corporation shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.
- The successful bidder will be required to fill in and sign a written Contract Form (SBD 7)/ SERVICE LEVEL AGREEMENT

14. REASONS FOR DISQUALIFICATION

14.1 **CIPC reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder.**

14.1.2 Bidders who do not submit a Tax Clearance PIN on the closing date and time of the bid;

14.1.3 Bidders who **submitted incomplete information and documentation according to the requirements of this RFB;**

14.1.4 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.

14.1.5 Bidders who received information not available to other vendors through fraudulent means; and/or

14.1.6 **Bidders who do not comply with *mandatory requirements* as stipulated in this RFB**.

14.1.7 Bidders who have been blacklisted as per the National treasury database

14.2 There will be **NO PUBLIC OPENING** of the Bids received; however, the list of bids received may be published on the CIPC website. There will be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of CIPC. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means will not be considered.

14.3 **NO BIDS FROM ANY BIDDER WILL BE ACCEPTED IF SENT VIA THE INTERNET OR E-MAIL.**

14.4 All questions in respect of this proposal must be addressed by emailed to: Nmaqhula@cipc.co.za

BID PREPARATION

15.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the equipment and/or services offered etc. shall be neatly bound as part of the schedule concerned.

15.2 All responses with regard to questions posed in the bid documents shall be answered in accordance with the prescribed **RFB Response Format.**

15.3 **ORAL PRESSENTATION AND BRIEFING SESSIONS**

15.3.1 Bidders who submit Bids in response to this RFB may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to CIPC. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. CIPC will schedule the time and location of these presentations. Oral presentations are an option of CIPC and may or may not be conducted. ***THERE IS NO BRIEFING SESSION FOR THIS BID***

15.3.2 All questions after the compulsory information/briefing session must be sent per e-mail to Nmaqhula@cipc.co.za

15.3.3 Any bidder who has reasons to believe that the tender specification is based on a specific brand must inform CIPC not later than three (3) working days after the briefing session or seven (7) working days.

BIDDERS ARE REQUIRED TO RESPOND TO THESE CONDITIONS: *FAILURE TO RESPOND WILL DISQUALIFY THE PROPOSAL*

GENERAL CONDITIONS OF CONTRACT/BID

Bidders shall provide full and accurate answers to all including mandatory questions posed in this document, and are required to explicitly state either "**Comply/Accept (with a√)" or "Do not comply/Do not accept (with an X)"** regarding compliance to the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

The laws of the Republic of South Africa shall govern this RFB and any agreement entered into. Bidders accept hereby that the courts of the Republic of South Africa shall have jurisdiction.	**Accept**	**Do not accept**
CIPC shall not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response will be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such bidder's or any other proposal was accepted or rejected.	**Accept**	**Do not accept**
CIPC may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within two **(2) days** after the request has been made, otherwise the proposal may be disqualified.	**Accept**	**Do not accept**
In the case of consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	**Accept**	**Do not accept**
CIPC reserves the right to; cancel/reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	**Accept**	**Do not accept**
Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	**Accept**	**Do not accept**
By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.	**Accept**	**Do not accept**
Where applicable, CIPC reserves the right to run benchmarks on equipment during the evaluation and after the evaluation.	**Accept**	**Do not accept**
CIPC reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFB and supporting documents.	**Accept**	**Do not accept**
The bidder should not qualify the proposal with own conditions. **Caution:** If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the bid response may be disqualified.	**Accept**	**Do not accept**
	Accept	**Do not accept**

Should the bidder withdraw the proposal before the proposal validity period expires, CIPC reserves the right to recover any additional expense incurred by CIPC having to accept any less favorable proposal or the additional expenditure incurred by CIPC in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.		
Delivery of and acceptance of correspondence between CIPC and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents will be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	**Accept**	**Do not accept**
Should the parties at any time before and or after the award of the proposal and prior to, and or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. CIPC shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that CIPC reserves the right to award the same proposal to next best bidders as it deems fit.	**Accept**	**Do not accept**
In the case of a consortium or JV each of the authorized enterprise's members and/or partners of the different enterprises must co-sign this document.	**Accept**	**Do not accept**
Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing, signed by CIPC authorized signatory and added to this RFB as an addendum.	**Accept**	**Do not accept**
Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	**Accept**	**Do not accept**
Bidders who make use of sub-contractors. The proposal will however be awarded to the bidder as a primary contractor who will be responsible for the management of the awarded proposal. No separate contract will be entered into between CIPC and any such sub-contractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.	**Accept**	**Do not accept**
No interest shall be payable on accounts due to the successful bidder in an event of a dispute arising on any stipulation in the contract.	**Accept**	**Do not accept**
Evaluation of Bids will be performed by an evaluation panel established by CIPC.	**Accept**	**Do not accept**

Bids will be evaluated on the basis of conformance to the required specifications as outlined in the RFB. Points will be allocated to each bidder, on the basis that the maximum number of points that may be scored for a combination of functionality and price is 80, and the maximum number of preference points that may be claimed for claim points for specific goals (as per PPPFA)		
CIPC will not be held liable for any expenses incurred by bidders, in preparing and submitting the proposal.	**Accept**	**Do not accept**
If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	**Accept**	**Do not accept**
The bidders' response to this bid or parts of the response may be included as a whole or by reference in the final contract.	**Accept**	**Do not accept**
All bidders' who are tertiary institutions or public companies cannot claim preferential points as per preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended together with Preferential Procurement Regulations, 2022	**Accept**	**Do not accept**
All bidders' who do not sign the declaration forms will not be considered for preference points.	**Accept**	**Do not accept**
In the evaluation of proposal, the Authority reserves the right to conduct independent reference checks.	**Accept**	**Do not accept**
CIPC will not respond to any enquiries seventy-two (72) hours before the closing date of the bid	**Accept**	**Do not accept**
Should the bidder change any wording or phrase in this document, the bid will be evaluated as though no change has been effected and the original wording or phrasing will be used.	**Accept**	**Do not accept**
Should the evaluation of this bid not be completed within the validity period of the bid, CIPC has discretion to extend the validity period.	**Accept**	**Do not accept**
Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required timeframes and in writing on whether or not s/he agrees to hold his/her original bid responses valid under the same terms and conditions for a further period.	**Accept**	**Do not accept**
CIPC will not make any upfront/deposit payments to a successful service provider. Payments will only be made in accordance to the deliverables that will be agreed upon by the both parties.	**Accept**	**Do not accept**
Respondents may not alter the wording of any criterion/question posed in this document. During the evaluation, it shall be assumed that all criteria/questions are worded as they were in the original document and the answers shall be evaluated on this basis	**Accept**	**Do not accept**

FAILURE TO RESPOND TO THE ABOVE WILL DISQUALIFY THE PROPOSAL

ANNEXURE "A"

SBD 1 **"*Must be completed*"**

Companies and Intellectual Property Commission
a member of the dtic group

NB: PLEASE PRINT SBD FORM 1: INVITATION TO BID AND INCLUDE IN PRICE ENVELOP)

PART
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC))					
BID NUMBER:	12/2026/2027	CLOSING DATE:	26 NOVEMBER 2026	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO ADMINISTER CIPCs USAGE OF GEOLOCATION AND OTHER ONLINE GOOGLE SERVICES				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

THE BID BOX IS SITUATED AT: AT THE WEST GATE ON 77 MEINTJIES STREET, CLOSE TO ENTFUTFUKWENI BUILDING (BLOCK "F"), 77 MEINTJIES STREET, SUNNYSIDE, "THE DTI" CAMPUS, PRETORIA

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				
COMPULSORY: **BIDDERS *MUST* SUBMIT**	**TAX CLEARANCE CERTIFICATE PIN (TCS PIN):**			
CSD *SUPPLIER No:*				
COMPULSORY INFORMATION: CSD *UNIQUE REFERENCE* No-(with36 digits) **Please complete**				
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM ( )
	☐	A REGISTERED AUDITOR
		NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO CLAIM POINTS FOR SPECIFIC GOALS]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	*ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?*	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	*DATE*	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED			
TOTAL BID PRICE (ALL INCLUSIVE) INSERT TOTAL PRICE			**NB: Please print this page (SBD FORM 1) and include in SEALED PRICE ENVELOP)** **Failure to comply with this requirement will invalidate the bid**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	CIPC	CONTACT PERSON	SOLOMON MOTSHWENI
CONTACT PERSON		TELEPHONE NUMBER	N/A
TELEPHONE NUMBER	-	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	SMOTSHWENI@CIPC.CO.ZA
E-MAIL ADDRESS		Please send all your queries via email	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. THIS BID IS SUBJECT TO THE PREFERENCE POINT SYSTEM CONTEMPLATED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (ACT 5 OF 2000) AS AMENDED TOGETHER WITH PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO

IF YES ENCLOSE PROOF

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS

.....**SIGNED**.....

ANNEXURE "B"

SBD 2

TAX CLEARANCE REQUIREMENTS **(NB: BIDDERS TO SUBMIT TAX CLEARANCE PIN)**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. **1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001"Application for a Tax Clearance Certificate/Pin" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.**

2. **2 SARS will then furnish the bidder with a Tax Clearance pin that will be valid for a period of 1 (one) year from the date of approval.**

3. **The copy of Tax Clearance Certificate must be submitted together with the bid and Tax Clearance PIN.**

4. **In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance pin.**

5. **Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.**

6. **Applications for the Tax Clearance Certificates/PIN may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.**

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ANNEXURE "C"

SBD 3.3

(TO BE PLACED IN A SEPARATE SEALED ENVELOP: "MARKED WITH THE BIDDER'S NAME")

PRICING SCHEDULE

PLEASE NOTE FAILURE TO COMPLETE SBD3.3 AND SBD FORM 1 INVITATION TO BIDS WILL IMMIDIATELY DISQUALIFY THE BID

CIPC BID NUMBER: ……

BIDDER'S NAME: ……

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 VAT for the project.

Please Insert Total Bid Price below

TOTAL BID AMOUNT:R……(CEILING AMOUNT) VAT INCLUSIVE

PLEASE INSERT THE DURATION OF THE CONTRACT BELOW

DURATION OF THE CONTRACT ……

(NB: The Total Bid Amount will be used for the evaluation of bids and must be inclusive of all costs for the duration of the contract)
Bidders to provided price breakdown below as well as attaching their price breakdown on the Bidder's Company Letterhead
Bidders to ensure that all expenses relate to this bid have been included to the Ceiling Amount

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 air travel, 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……

******NB: PRICES TO BE QUOTED IN SOUTH AFRICAN RAND**

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?**

……

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**.

……

……

……

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

Any enquiries regarding bidding procedures may be directed to the

COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC): SUPPLY CHAIN INFORMATION

Mr. Solomon Motshweni: SMotshweni@CIPC.co.za OR HENNIE VIJOEN: HVILJOEN@CIPC.CO.ZA

Annexure "D"

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the

resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: ……

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder[2]): ……

2.4 Company Registration Number: ……

Tax Reference Number: ……

2.5 VAT Registration Number: ……....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]**"State" means –**

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……..……

Name of state institution at which you or the person

connected to the bidder is employed : ……

Position occupied in the state institution: ……

Any other particulars: ……

……

……

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

……

……

……

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

……

……

……

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

……

……

……

2.10 Are you, or any person connected with the bidder, **YES/NO**

aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....

.....

.....

2.11	Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	**YES/NO**
2.11.1	If so, furnish particulars:	

.....

.....

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

....

Signature **Date**

....

Position **Name of bidder**

May 2011

ANNEXURE "E"

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY

HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

Companies and Intellectual Property Commission
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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

1.2 Bids with a Rand value below R50 million (all applicable taxes included) will be evaluated in accordance with the 80/20 preference points system

- the 80/20 system for requirements with a **Rand value below R50 million (all applicable taxes included)** and
- the 90/10 system for requirements with **Rand value above R50 million (all applicable taxes included)**

1.3 The value of this bid is estimated to exceed/not exceed Rand value below R50 million (all applicable taxes included and therefore the 80/20 system shall be applicable.

1.4 Preference points for this bid shall be awarded for:

(a) Price; and
(b) Specific contract participation goals,

1.4.1 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

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 purchaser reserves the right to require either of a bidder, before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. GENERAL DEFINITIONS

i. **Contract**" means the agreement that results from the acceptance of a bid by an organ of state.

ii. **"Specific contract participation goals**" means the goals as stipulated in the Preferential Procurement Regulations 2001.

iii. **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

iv. **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

v. **"Equity Ownership"** means the percentage ownership and control, exercised by individuals within an enterprise.
vi. "Management" means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
vii. "Owned" means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
viii. "Person" includes reference to a juristic person.
ix. **"Historically Disadvantaged Individual (HDI)"** means a South African citizen
   a. who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) ("the interim Constitution); and/or
   b. who is a female; and/or
   c. who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

4.1 The bidder obtaining the highest number of points will be awarded the contract.

4.2 Preference points shall be calculated after prices have been brought to a comparative basis.

4.3 Points scored will be rounded off to 2 decimal places.

4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

5.1 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**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \textbf{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Rand value of bid under consideration
Pmin = Rand value of lowest acceptable bid

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6. Points awarded for historically disadvantaged individuals

6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.

6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

POINTS AWARDED FOR SPECIFIC GOALS

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:

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.)

#	Specific goals allocated points	Means of verification and Required Evidence	Preference Points (80/20)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of :			
1	**HDI, Race are black persons (ownership)*** *100% black ownership* *= 10 points* *and based on percentage pro rata for black ownership less than 100%* *eg: 67% = 6.7 points*	• B-BBEE Certificate • CSD Registration report • CIPC Company Registration	**10**	
2	**Gender are women (ownership)*** *100% or more women ownership = 8 points* *and based on percentage pro rata for black ownership less than 100%* *eg: 50% = 4.0 points*	• B-BBEE Certificate • CSD Registration report • CIPC Company Registration	**8**	
3	**Disability are disabled persons (ownership)*** *WHO disability guideline* *100% ownership = 2 points* *and based on percentage pro rata for black ownership less than 100%* *eg: 50% = 1.0 points*	• Confirmation of Disability Form as per SARS (ITRDD Form) • Medical Certificate	**2**	

Important: ***Important***: ***Bidders to submit valid and compliant B-BBEE Certificate as well as the CSD report. B-BBEE Certificate as our primary verification document to claim points for specific goals for this bid. Failure to submit a compliant B-BBEE certificate will result in disqualification.***

REFER TO THE TERMS OF REFERENCE (ANNEXURE "H")

7. BID DECLARATION

7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.

Ownership **Percentage owned** **Points claimed**

8.1 Equity ownership **by persons who** had no franchise in the national elections

% ……

8.2 Equity ownership **by women** % …… ……

8.3 Equity ownership **by disabled persons*** % …… ……

*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

……

9 DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm :……

9.2 VAT registration number :……

9.3 Company registration number :…… :

9.4 TYPE OF FIRM

- ☐ Partnership
- ☐ One person business/sole trader
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…… ……

…… ……

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS? ……

9.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

9.9 Consortium / Joint Venture

9.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

i. The information furnished is true and correct.
ii. The Equity ownership claimed is 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 paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
iv. If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -

a. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

b. 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;

c. impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

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……
SIGNATURE(S) OF BIDDER(S

SURNAME AND NAME:……..
DATE:……..
ADDRESS……
……
……

WITNESSES

1. ……..

2. ……

ANNEXURE "EE"

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content

together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

NB: The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%

_____ _____%

3. Does any portion of the goods or services offered have any imported content?

(***Tick applicable box***)

YES		NO	

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. .....

ISSUEBY: (Procurement Authority / Name of Institution):

.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ……..... (full names),

do hereby declare, in my capacity as …… ……..

of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the

Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended together with Preferential Procurement Regulations, 2022

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

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ANNEXURE "F"

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 *audi alteram partem* 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:	

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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**

ANNEXURE "G"

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids[1] 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.

Continuation:- **SBD 9**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number:_____

Description_____

_____

in response to the invitation for the bid made by:_____

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

Continuation:- 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 consortium[3] 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.

Continuation:-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**

ATTACHMENT: **SEE ANNEXURE "H"**

TERMS OF REFERENCE ("TOR"):

DESCRIPTION:

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BIDS CLOSING DATE: 26 NOVEMBER 2026

PLEASE NOTE **BID MUST BE DELIVERED TO CIPC OFFICES ON OR BEFORE THE CLOSING DATE**

The dti Campus (Block F - Entfutfukweni), 77 Meintjies Street, Sunnyside, Pretoria I P O Box 429, Pretoria, 0001
Call Centre: 086 100 2472
Email: cipc@cipc.co.za Website: www.cipc.co.za