



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

### Central Office

Cnr Haig & Northey  
P O Box 2161  
Witbank  
3145



### ERRATUM

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

| TENDER NUMBER     | TENDER DESCRIPTION   | REVISED CLOSING DATE AND TIME OF TENDER |
|-------------------|--|---|
| NKTVET/2025/06/02 | KINDLY NOTE THAT THIS IS AN ERRATA FOR THE ADVERT PUBLISHED ON 11 MAY 2025, REGARDING A REQUEST FROM A PROSPECTIVE SUPPLIER TO PROVIDE PEST CONTROL SERVICES FOR A PERIOD OF THREE (3) YEARS. NB: NOTE THAT THE TENDER HAS BEEN REVISED AND REPLACED WITH THE NEW TENDER NUMBER (NKTVET/2025/06/03). | 19 JUNE 2025 AT 11H00                   |

The new tender documents can be downloaded from E-tenders website at [www.etenders.gov.za](http://www.etenders.gov.za) or College Website [www.ntc.edu.za](http://www.ntc.edu.za) on Monday, 02 June 2025. Interested bidders are required to pay a non-refundable charge of R300.00 (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, 08 Cnr Haig & Northey Street, Witbank 3145. Late bids will not be accepted.

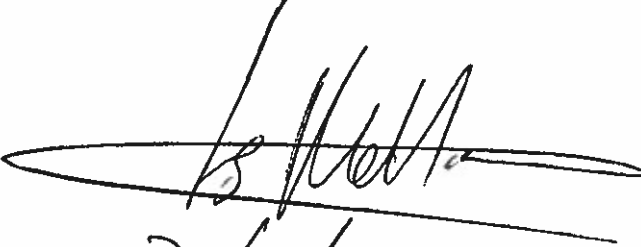
Enquiries can be directed to:

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

Tel No: (013) 990 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.

  
30/05/2025  
L. Maboe.



higher education  
Department  
Higher Education  
REPUBLIC OF SOUTH AFRICA

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



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**NKANGALA TVET COLLEGE REQUEST PROPOSAL OF THE SERVICE PROVIDER TO PROVIDE PEST  
CONTROL SERVICES FOR A PERIOD OF THREE (3) YEARS**

**NKTVET/2025/06/03**

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**PLEASE INDICATE NAME OF YOUR COMPANY**

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**TENDER AMOUNT INCLUSIVE OF VAT:** \_\_\_\_\_

| <b>NKANGALA TVET COLLEGE REQUEST PROPOSAL FROM A PROSPECTIVE SUPPLIER TO PROVIDE PEST CONTROL SERVICES FOR A PERIOD OF THREE (3) YEARS.</b> |  |
|---|--|
| <b>RFP NUMBER:</b>  | <b>NKTVET/2025/06/03</b>   |
| <b>RFP ISSUE DATE:</b>  | <b>01 JUNE 2025</b>  |
| <b>CLOSING DATE AND TIME:</b>   | <b>19 JUNE 2025                      TIME: 11h00</b>   |
| <b>RFP VALIDITY PERIOD</b>  | <b>90 DAYS</b>   |
| <b>DESCRIPTION:</b>   | <b>NKANGALA TVET COLLEGE REQUEST PROPOSAL FROM A PROSPECTIVE SUPPLIER TO PROVIDE PEST CONTROL SERVICES AT NKANGALA TVET COLLEGE FOR A PERIOD OF THREE (3) YEARS</b>        |
| <b>RESPONSES TO THIS RFP SHOULD BE:</b>   | <b>PLACED IN THE TENDER BOX AT THE RECEPTION AT THE CENTRAL OFFICE,06 CNR HAIG AND NORTHEY STREET, WITBANK ,1035 BY NOT LATER THAN</b><br><br><b>19 JUNE 2025 AT 11H00</b> |
| <b>ENQUIRIES</b>  | <b>Mr. Lucky Maboja</b><br><a href="mailto:lucky@ntc.edu.za">lucky@ntc.edu.za</a><br><b>013 6901885</b>  |

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## **1. INTRODUCTION**

Nkangala TVET College invites proposal from experienced and suitably qualified service providers to be appointed to provide Pest Control Service at Nkangala TVET College for a period of three (3), to be extended for the period of two (2) years base on their performance.

## **2. OBJECTIVE**

To get accredit able supplier to provide a Pest Control services and pest control services work when and where need arise

## **3. SCOPE OF WORK**

The Contractor shall provide all labour, supervision, administration and management, equipment, tools, supplies and material required to perform the Service specified herein.

### **3.1. The Contractor will be expected to perform the following activities under Pest Control Services:**

#### **3.1.1. Scope of Work for Pest control Service**

- 3.1.1.1. Pest control services (as and when required)
- 3.1.1.2. Provision and servicing of rodent bait stations
- 3.1.1.3. Provision and servicing of uv light fly catcher
- 3.1.1.4. Provision and servicing of sticky fly catcher
- 3.1.1.5. Installation of red top disposable fly catcher
- 3.1.1.6. Treatment of Crawling Insects Treatment of Flying Insects
- 3.1.1.7. Treatment of termites
- 3.1.1.8. Provision of bird repellent gel
- 3.1.1.9. Provision of bird repellent spikes
- 3.1.1.10. Installation and servicing of eagle eye bird repellent mechanism
- 3.1.1.11. Treatment of Feline (stray cats)
- 3.1.1.12. Provision of snake repellent
- 3.1.1.13. Removal of wasps
- 3.1.1.14. Removal and relocation of bees
- 3.1.1.15. Fumigation of bees
- 3.1.1.16. Removal and relocation of snakes
- 3.1.1.17. Removal and relocation of Bird Nests
- 3.1.1.18. Fumigation of bats

#### 4. COMPULSORY RETURNABLE DOCUMENTS

- 4.1. RFP documents with initials every page
- 4.2. Fully completed pricing schedule (Bill of Quantity)
- 4.3. CSD Report summary/detail (not older than three (3) months to verify the following items:
- 4.4. Letter of Good Standing (**COIDA**) must be valid and from Department of Labour.
- 4.5. **Pest Control Services:** submit a copy of Certificate/Letter of Registration with the South African Pest Control Association (**SAPCA**)
- 4.6. 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**
- 4.7. Company Registration Documents ( If a Joint Venture , join venture agreement) in case of a joint venture all the parties must comply with all the requirements as stated
- 4.8. Board resolution (provide a valid board resolution if not a sole Proprietor)
- 4.9. The following documents must be completed and signed where applicable and submitted as a complete set: **SBD FORMS SBD 4 - Declaration of Interest**

## 5. LOCATION OF WORKS

The Contractor/s will operate on all campuses including the Central offices.

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

## 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: **Pest Control Services** bid no: **NKTVET/2025/06/03** and placed in the Bid Box at Central Office, 6 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
- 7.2. 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

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 4 (compulsory returnable documents).
- 8.5. A bidder scores less than **70 percent** on functionality as per clause 11. (Functionality).
- 8.6. If a bidder provides false information on SDB 4 clause 2.3

## 9. SPECIAL CONDITION OF THE CONTRACT

### 9.1. CANCELLATION OF CONTRACT

- a) This contract may be terminated on written notice of thirty (30) days by either party.
- b) 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 he shall enter into, make or execute any deed or arrangements or other composition or arrangement with, or assignment for the benefit of his creditors, or purport so to 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. POWERS OF THE COLLEGE IN THE EVENT OF SERVICES BEING DEFECTIVE**

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

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

### **9.5. FAILURE TO DELIVER**

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

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

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

### **9.6. CESSION, SUB-LEASE OR ASSIGNATION**

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

### **9.7. ACCEPTANCE**

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

**9.7.2.** This tender shall remain open for acceptance for a period of ninety (90) days from the date on which tenders are due (closing date of tenders) and during this period the tenderer shall not withdraw his tender or impair or derogate from its effect.

**9.7.3.** The College does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any portion thereof.

#### **9.8. PRICE**

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

#### **9.9. PAYMENT**

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

#### **9.10. NO RIGHT TO CESSION**

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

#### **9.11. VARIATIONS BY TENDERER**

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

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

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

#### **9.12. ANNEXURES TO FORM PART OF CONTRACT**

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

#### **9.13. TERMINATION**

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

### **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.

| <b>FUNCTIONALITY CRITERIA</b>  | <b>POINTS ALLOCATED</b> |
|--|-------------------------|
| <p><b>Provide five (5) Company Experience on Pest Control Services, Proof required Pest control Services (signed and stamp reference letter )</b></p> <p><b>NB: They must be on the company letterhead and have contact details and scope of work within the past 10 years</b></p> <ul style="list-style-type: none"> <li>• 5 Reference letter = 50 Point</li> <li>• 4 Reference letter = 40 Point</li> <li>• 3 Reference letter = 30 Point</li> <li>• 2 Reference letter = 20 Point</li> <li>• 1 Reference letter = 10 Point</li> </ul> | <b>50</b>               |
| <p><b>Transportation</b></p> <p>Appropriate vehicle for service tendered (Bakkie with canopy/ carry van)</p> <ul style="list-style-type: none"> <li>• 2 Submit copies of licensed vehicles = 20 point</li> <li>• 1 Submit copies of licensed vehicles = 10 point</li> </ul>  | <b>20</b>               |
| <p><b>Operator Licence</b> (All work to be performed as per OHSACT regulations, local municipal by-laws, government legislation and SABS codes)</p> <p>Provide one CV and certificate of licenced pest control officer = 10 point<br/>Non provided CV = 0 point</p>  | <b>10</b>               |
| <p><b>Locality</b></p> <p><b>(locality points will be awarded based on CK Residential address)</b></p> <p><b>Locality ( Nkangala Region)</b> = 20 points<br/> <b>Locality (Mpumalanga province)</b> = 15 points<br/> <b>Outside the province</b> = 10 points</p>   | <b>20</b>               |
| <b>Total points</b>  | <b>100</b>              |

## 12. DETAILED PRICE SCHEDULE

### a. PRICE SCHEDULE FOR PEST CONTROL SERVICE

| NO                                 | SERVICES   | NUMBER OF SQUARE METER | RATE PER SQUARE METER | TOTAL COST |
|------------------------------------|--|------------------------|-----------------------|------------|
| 1                                  | Fumigation and Pest control services                             | 100                    |                       |            |
| 2                                  | Provision servicing of rodent bait stations                      | 100                    |                       |            |
| 3                                  | Provision servicing uv light catcher                             | 100                    |                       |            |
| 4                                  | Provision servicing of sticky fly catcher                        | 100                    |                       |            |
| 5                                  | Provision of bird repellent gel                                  | 100                    |                       |            |
| 6                                  | Provision of bird repellent spikes                               | 100                    |                       |            |
| 7                                  | Treatment of termites  | 100                    |                       |            |
| 8                                  | Treatment of feline (stray cats)                                 | 100                    |                       |            |
| 9                                  | Removal of Wasps   | 100                    |                       |            |
| 10                                 | Removal and relocation of bees                                   | 100                    |                       |            |
| 11                                 | Removal and relocation of snakes                                 | 100                    |                       |            |
| 12                                 | Removal and relocation of bird nests                             | 100                    |                       |            |
| 13                                 | Fumigation of bats   | 100                    |                       |            |
| 14                                 | Provision of bird repellent spikes                               | 100                    |                       |            |
| 15                                 | Treatment of Crawling Insects Treatment of Flying Insects        | 100                    |                       |            |
| 16                                 | Installation of red top disposable fly catcher                   | 100                    |                       |            |
| 17                                 | Installation of red top disposable fly catcher                   | 100                    |                       |            |
| 18                                 | Installation and servicing of eagle eye bird repellent mechanism | 100                    |                       |            |
| SUB TOTAL                          |  |                        |                       | R          |
| VAT                                |  |                        |                       | R          |
| TOTAL GRAND PRICE ( TENDER AMOUNT) |  |                        |                       | R          |

**NB: Please note that the square meters provided above are estimates.**

**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.

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

## 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 interest<sup>1</sup> in the enterprise?

Employed by the state?

YES/NO

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

| Full Name | Identity Number | Name of the State institution |
|-----------|-----------------|-------------------------------|
|           |                 |                               |
|           |                 |                               |
|           |                 |                               |
|           |                 |                               |
|           |                 |                               |
|           |                 |                               |
|           |                 |                               |
|           |                 |                               |
|           |                 |                               |

**SBD4**

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 consortium<sup>1</sup> will not be construed as collusive bidding.



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- 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**