SASRIA SOC LTD

REQUEST FOR PROPOSAL: ENTERPRISE ARCHITECTURE REVIEW SERVICES

Sasria SOC Limited hereby invites proposals from suitably qualified Enterprise Architecture service provider to provide enterprise architecture services to the company.

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID DESCRIPTION</th>
<th>CLOSING DATE &amp; TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016/05</td>
<td>RFP – ENTERPRISE ARCHITECTURE REVIEW SERVICES</td>
<td>Monday, 13th February 2017 @ 16:00</td>
</tr>
</tbody>
</table>

Details of the RFP can be found on the Sasria website (www.sasria.co.za) from the 13th January 2017 under the Download/Tenders tab under RFP Enterprise Architecture.

Duly completed and signed proposals with supporting documents, enclosed in a sealed envelope clearly endorsed with the relevant bid number and description, must be deposited at the Sasria Reception desk at 36 Fricker Road, Illovo, Sandton by latest the 13th of February 2017 at 16H00. A receipt will be issued for all bid envelopes received.

Sasria’s operating hours are from 08h30 to 16h30. Late, incomplete, faxed, posted or e-mailed proposals will not be considered and any proposal delivered to any address other than the address mentioned above will not be accepted.

All enquiries must be in writing and must be directed to Pierre Joubert, pierrej@sasria.co.za during the query period between the 30th January 2017 and the 3rd February 2017.
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PART 1

LETTER OF INVITATION

13 January 2017

To the Service Provider

Sasria SOC Limited hereby invites proposals from suitably qualified service providers to provide Enterprise Architecture review services to Sasria SOC Ltd (Sasria).

A service provider will be selected under the procedures described in this Request for Proposal (RFP) document.

The RFP consists of the following documents:

Part 1 – Letter of Invitation
Part 2 – Instructions
Part 3 – Minimum qualifications
Part 4 – Required Contract Documentation and Attachments
  • Confidentiality and Non-disclosure Agreement (Annexure A);
  • Invitation to Bid (SBD 1);
  • Tax Clearance Certificate Requirements (SBD 2);
  • Pricing Schedule (SBD 3.3);
  • Declaration of Interest (SBD 4);
  • Preference Points Claims Form in terms of the Preferential Procurement Regulations 2011 (SBD 6.1);
  • Declaration Certificate for Local Production and Content (SBD 6.2)
  • Contract Form – Rendering of Services (SBD 7.2);
  • Declaration of Bidder’s Past SCM Practices (SBD 8); and
  • Certificate of Independent Bid Determination (SBD 9).
PART 2

INSTRUCTIONS

The Client
Sasria SOC Ltd (Sasria) is a short-term insurance company specialising in providing cover as a result of loss of political and non-political acts (such as terrorism, riots, strikes and public disorder). Over the years the role of Sasria has been evolving from political risk to non-political special risks covers. In this dynamic short-term insurance market, Sasria has to continuously prove and justify its relevance. Although Sasria has been profitable over the years through the existing business model, there is great need to optimise this in order to grow revenue as well as profit margins.

The Government of the Republic of South Africa, and specifically the National Treasury through the Minister of Finance, is the sole shareholder of Sasria. As such, the company has to comply with a number of legal and regulatory requirements.

The business model
The company is self-funding and generates income from premiums and investments which is used to pay all claims and expenses. The company is also responsible for providing adequate capital for major catastrophic losses.

Sasria cover is available through a network of authorised non-mandated intermediaries (NMI) or underlying insurers; Sasria does not do direct business with customers. The NMI manage the day-to-day administration of the business and collect premiums on Sasria’s behalf, which means Sasria’s customer base is closely linked to that of its distribution channel.

This business model has enabled Sasria to maintain low operational costs, which in turn make the cover available at affordable premiums. The organisation’s success for the past 38 years can be attributed to its business model.

Bidders are encouraged to review Sasria’s Integrated Report 2016, available on its website, to get a better understanding of its business operation and functions.
Background to the RFP
The implementation of strategy at Sasria has followed the typical life cycle of strategy formulation, implementation of strategy through silo identification of projects and handing-over of the changes into the operational environment. Enterprise planning, the planning of strategy execution, in a structured, repeatable manner is not currently undertaken in an optimised fashion, nor does Sasria have a structured method for optimisation and continuous improvement resulting in overall efficiencies and effectiveness.

Sasria saw a need to develop an Enterprise Architecture (EA) function which will assist Sasria to align IT strategy with the business strategy. The Enterprise Architecture review envisaged in this RFP will form the new baseline for the EA function in the company.

Method of procurement
Sasria follows an open tender system of procurement in terms of the PFMA guidelines.

Completeness and accuracy of information
While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, bidders must form their own conclusions about the solutions needed to meet the requirements set out in this RFP.

Contractual commitment
No commitment of any kind, contractual or otherwise shall exist unless and until a formal written agreement has been executed by or on behalf of Sasria. Any notification of preferred bidder status by Sasria shall not give rise to any enforceable rights by the bidder. Sasria may cancel this RFP any time prior to the formal written agreement being executed by or on behalf of Sasria.

Sasria reserves the right at its sole discretion, and at any time, to amend, deviate from, postpone, discontinue or terminate the transaction/procurement process without incurring any liability whatsoever to any other party.

Sasria reserves the right not to award this tender to the highest ranked or highest scoring bidder, as it needs to align its procurement practices to governance practices that are in line with its own growth path. These may include but are not limited to: driving socio-economic development objectives that are enshrined in various government policies.
Confidentiality
All bidders to this RFP will be required to sign the confidentiality and non-disclosure agreement outlined on Annexure A in this document.

Minimum requirements
In order to be considered for selection, the bidder must meet the following minimum criteria:

- All bidders are required to meet the minimum specifications of compliance, technical expertise and experience.
- In accordance with its objective to advance Broad-Based Black Economic Empowerment and transformation, Sasria hereby invites ONLY those service providers that meet all the following criteria to submit proposals to provide services to Sasria:

Criteria for submission of proposal
- Certified BBBEE rating of level 4 or better;
- No bids will be considered from consortiums/joint ventures;
- Valid SARS Tax Clearance Certificate; and

Documentation required
The proposal shall also include all attachments listed on the last page of this RFP (failure to provide such documentation and particulars will result in the bid being disqualified), as well as the following certificates (only certified copies will be accepted unless stated otherwise):

- Certificate of Incorporation;
- Valid SARS Tax Clearance Certificate (Original certificate required);
- Valid Insurance Certificate for Professional Indemnity;
- Valid BEE Verification Certificate; and
- National Treasury Central Supplier Database (CSD) summary report (registration number).

The successful bidder will be required to maintain all of the above throughout the duration of the appointment as a condition of appointment.

Submission format
The proposal and all written material and attachments must be submitted in English. All numerical price values must be stated in South African Rand values.
Bidders are requested to submit 1 original copy and 5 hardcopies of their printed proposals and one electronic copy on portable media. The document text size must be in minimum 11-point font.

Submission of proposals
The closing date for the submission of proposals is **Monday, 13th February 2017**, at **16:00**.

- Duly completed proposals must be sealed in an envelope that is endorsed with the words **“RFP: Enterprise Architecture Review”**. The envelope must be handed in at the Sasria reception desk located at:

  **Physical address**
  **Sasria SOC Limited**
  **36 Fricker Road**
  **Illovo**
  **Sandton**
  **2196**

- A receipt will be issued for all bid envelopes received.
- Late or incomplete tender proposals will not be accepted or considered and any proposal delivered to any address other than the address mentioned above will not be accepted.
- E-mailed, posted or faxed proposals will NOT be accepted.

Queries and clarifications
Any additional information required which is not clarified in the specifications must be addressed in writing to Pierre Joubert ([pierrej@sasria.co.za](mailto:pierrej@sasria.co.za)), by **11:00** on **Friday 3rd February 2017**. Additional information may be provided at Sasria’s discretion, who reserves the right to provide the same information to all other interested parties, should this enhance the submission.

Any attempts by the Bidders to directly or indirectly canvas any member of Sasria’s personnel for support will result in disqualification of their bid/proposal.

Sasria reserves the right to request meetings with Bidders to clarify responses or seek additional information to refine assessments. Sasria reserves the right to request presentations from short-listed service providers.
Insurance
The Bidder shall have adequate Professional Indemnity insurance. Bidders shall either provide a certified copy of the insurance certificate or a letter from the bidder’s broker confirming that the required insurance has been obtained and the provision of the services scoped in this RFP falls within the ambit of the relevant insurance.

Proposal costs
All costs and expenses incurred by the bidder relating to their participation in, and preparation of this proposal process shall be borne by the bidder exclusively.

Validity period
The proposals should remain valid for at least 90 days after the closing date.

Important dates

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Release of RFP</td>
<td>13 January 2017</td>
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<tr>
<td>Query window period</td>
<td>30 January – 03 February 2017</td>
</tr>
<tr>
<td>Last day for submission of proposals</td>
<td>13 February 2017</td>
</tr>
<tr>
<td>Level 1 Governance Verification process</td>
<td>15 – 22 February 2017</td>
</tr>
<tr>
<td>Level 2 Technical Evaluation Process</td>
<td>23 February – 03 March 2017</td>
</tr>
<tr>
<td>Level 3 Adjudication Process</td>
<td>09 March 2017</td>
</tr>
<tr>
<td>Decision</td>
<td>17 March 2017</td>
</tr>
</tbody>
</table>

Sasria reserves the right to amend any date specified above. Any changes will be communicated to the interested parties.
PART 3

QUALIFICATION AND EVALUATION CRITERIA

Evaluation criteria

**Level 1 Governance Verification**
The evaluation during this stage is to ensure that all required documentation are received and duly completed and that all requirements are complied with. Bidders that did not achieve the requirements are disqualified.

**Level 2 Technical Evaluation**
The evaluation during this stage is based on technical criteria (Functionality). Only bidders achieving a minimum score of 70% will be evaluated further in the next stage. The technical evaluation guideline is set out below. The bidder should specifically respond to the relevant technical evaluation guideline in their proposals.

**Evaluation of proposals**
The purpose of the RFP is to obtain a complete set of salient information pertaining to the bidding parties. The proposals will accordingly be used to evaluate whether, at Sasria’s discretion, an interested party qualifies to proceed to the next stage of this procurement process. All bidding parties will be advised in writing of Sasria’s decision, which will be final. No correspondence will be entered into pertaining to the evaluation process, the decisions taken and reasons thereof.

**Qualification criteria**
Bidders will firstly be evaluated on technical competencies. Those bidders achieving more than 70% on the technical criteria qualify to the third stage of the evaluation. In the third stage of the evaluation, the Preference Points Claims Form in terms of the Preferential Procurement Regulations 2011 (SBD 6.1) will be followed.

**Technical evaluation**
The technical evaluation guideline is set out below. The bidder should specifically respond to the relevant technical evaluation guideline in their proposals. Bidders will be evaluated as indicated below:
# Technical evaluation criteria

<table>
<thead>
<tr>
<th>Item</th>
<th>Criteria</th>
<th>Points</th>
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</table>
| 1 | The service provider shall clearly describe the methodology that they intend to implement that will enable them to execute the work within the timescale required, including but not limited to:  
  - Proposed Quality Assurance approach;  
  - Contingency for inability to reach milestones;  
  - A fully detailed project implementation plan which includes:  
    - All activities (statement of work);  
    - Resources;  
    - Milestones; and  
    - A detailed implementation schedule based on the activity list shall be provided as part of the project plan including cost per milestone. | 50 |
| 2 | Service provider’s ability to develop Enterprise Architecture with reference to the EA deliverables. The relevant expertise and experience must be clearly demonstrated.  
  Provide details of implementation of at least 4 EA projects (using the TOGAF methodology). Each project must be evidenced and substantiated with a reference letter from the relevant client on the client’s letter head clearly detailing the actual work that was completed (no points will be allocated for the project if the relevant reference letter is not provided). Maximum 2.5 points will be allocated for each project. | 10 |
| 3 | Evaluation of CV of lead architect with reference to defining, developing and implementing EA.  
  Evaluation of certifications of lead architect to be deployed on the project. | 5 |
|   | Number of years of relevant experience for lead architect.  
  More than 8 years = max 5 points  
  Between 4 and 7 years = max 3 points  
  Less than 3 years = max 1 point | 5 |
|   | Evaluation of CV of supporting architect(s) with reference to defining, developing and implementing EA.  
  Evaluation of certifications of supporting architect(s) to be deployed on the project. | 2 |
|   | Number of years of relevant experience for supporting architect(s).  
  More than 5 years = max 3 points  
  Between 3 and 5 years = max 2 points  
  Less than 2 years = max 1 point | 3 |
| 4 | Methodology/approach for skills transfer to Sasria staff. | 5 |
| | Total | 100 |
Selection process

The selection process shall take the following steps:

A. Proposals will be reviewed to determine compliance with minimum requirements.
B. Proposals will be evaluated on the technical criteria by the Evaluation Committee.
C. Shortlisted bidders may be requested to present to the Evaluation Committee. These presentations will form part of the technical evaluation, after which a final technical evaluation shall be determined.
D. Bidders will also be evaluated on Price and BBBEE (refer to document SBD6.1).
E. A reference check may be performed by the management of Sasria on selected bidders.

Level 3 Adjudication Evaluation and BBBEE and Cost calculation

Bidders that achieved a minimum score of 70% in level 2 (technical criteria) will progress to this level (level 3) and will be evaluated in accordance with the Preferential Procurement Policy Framework method as per SBD 6.1. Based on B-BBEE contributor level score. Points will be calculated on a 90/10 method as stipulated below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90 /10)</th>
<th>%</th>
</tr>
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<tbody>
<tr>
<td>1 1</td>
<td>10</td>
<td>10</td>
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<td>2 9</td>
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<tr>
<td>8 1</td>
<td></td>
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<tr>
<td>Non-Compliant Contributor</td>
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</tr>
<tr>
<td>2 Price/Fee Structure including VAT</td>
<td>90</td>
<td></td>
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PART 4

REQUIREMENTS

The objective of this tender is to find suitably qualified service provider(s) to assist Sasria to address the requirements for the development of an Enterprise Architecture Framework. The successful service provider will report to the office of the Managing Director.

1. The main aim for the development of an Enterprise Architecture (EA) framework for Sasria is to show value by supporting business objectives as follows:
   1.1 Strategy alignment: Need for a closer alignment of business- and IT strategy and its execution and ensure that the vision, direction and effort spend is aligned to the Sasria’s current strategies and future vision.
   1.2 Effective integration: Using solution architects on key projects to implement the EA thinking while also learning, and improving the EA thinking in response to lessons learnt on these projects, in order to create a more effective EA capability.
   1.3 Utilising our strength: EA will also be used to assist with IT modernisation/innovation initiatives and increase productivity because of better systems analysis and design.
   1.4 Predictable and sustainable IT solutions delivery.
   1.5 Faster IT response to changes in business strategy, tactics and operational processes.
   1.6 Efficiency and cost effectiveness in IT operations.
   1.7 IT to play a leading role in internal innovation and business transformations.
   1.8 Predictable and intended impact of change and effective risk management.

Sasria wants to adopt Enterprise Architecture as a rigorous and structured approach for IT portfolio planning, execution and governance. EA focuses on establishing a common framework for defining, managing and governing business/IT structure, relationship and components. In a way, EA represents an integrated organisational blueprint for execution of business strategy through IT and covers strategy, tactical and operational domains.
The adoption of such a framework will ensure that strategic projects are all well positioned to take advantage of the benefits to be harvested from applying the EA approach to ensure the successful implementation of the business strategies. It is in this context that Sasria seeks the services of resources experienced in EA and in particular the various facets of an enterprise wide architecture. The service provider is expected to align to industry best practices; leverage previous EA experience and provide architecture insight when defining Sasria’s architecture in the short-term insurance space.

2. Scope of Work
   In order to assist Sasria address its requirements for the development of an Enterprise Architecture Framework (based on the TOGAF methodology), the service provider must carry out the following EA activities:
   2.1 Develop AS-IS architecture (from existing architecture/processes).
   2.2 Develop TO-BE architecture with the following deliverables:
      a) Business architecture.
      b) Information systems (data & application) architecture.
      d) Technology architecture.
      e) Architecture governance.
      f) Governance of the technical environment.
   2.3 Derive a master plan for implementation.
   2.4 Support investment decision making.
   2.5 Design solution architecture.
   2.6 Provide information architecture for decision-making.
   2.7 Monitor implementation of the master plan.
   2.8 Advise Sasria on the effective usage of innovative technologies.

3. Deliverables
   The service provider needs to compile an Enterprise Architecture Framework for Sasria comprising of the following:
   3.1 Phase 1: Current state
      3.1.1 A maturity assessment of Sasria’s Enterprise Architecture capability;
      3.1.2 An aligned vision, strategy and approach for the Enterprise Architecture at Sasria. Key areas which must be documented include architecture drivers, clear alignment to the business strategy, a resource plan and identified quick wins;
3.1.3 A representation of Sasria’s current state architecture at contextual and conceptual levels, detailing Sasria’s:
   a) Organisational structure;
   b) Mandate, vision, strategy and objectives;
   c) Business capabilities, functions and high-level processes;
   d) Stakeholder analysis, stakeholder matrix, high-level requirements map, stakeholder management approach;
   e) Structured and unstructured information requirements, information groups, data flows and dependencies;
   f) Strategic and tactical project and initiatives; and
   g) Product and services.

3.2 Phase 2: Future state

3.2.1 An Enterprise Architecture framework with a robust set of principles and processes as well as any other required policies, standards or processes for Sasria’s alignment to best practices and the Sasria environment;

3.2.2 A representation of the proposed future state Architecture for Sasria at contextual and conceptual levels, detailing Sasria’s:
   a) Organisational structure;
   b) Mandate, vision, strategy and objectives;
   c) Business capabilities, functions, value chain, processes;
   d) Stakeholder analysis, stakeholder matrix, high-level requirements map, stakeholder management approach and processes;
   e) Structured and unstructured information requirements, information groups, data flows and dependencies;
   f) Strategic and tactical project and initiatives; and; and
   g) Product and services.

3.3 Phase 3: Gap analysis & roadmap

3.3.1 A gap analysis between Sasria’s current state Architecture and the proposed future state Architecture; and

3.3.2 A 3-year Architecture roadmap for Sasria.
4. Outputs
   The following deliverables are expected from the Enterprise Architecture definition exercise:

   4.4.1 A documented Enterprise Architecture Framework, in terms of the topics described;

   4.4.2 All graphical content from this engagement must be modelled and available for reuse (using or compatible with ARIS Architect 9.7 from Software AG); and

   4.4.3 The service provider is expected to produce interim reports at each phase/milestone which will be discussed and approved. The reports will form part of the final output.
Confidentiality and Non-Disclosure Agreement

Entered into by and between:

____________________________________

Sasria SOC Limited, with registration number 1979/000287/06
A company duly incorporated in terms of the laws of Republic of South Africa, with its registered office or principal place of business at 36 Fricker Road, Illovo, Sandton, 2196.

(Hereinafter referred to as “the Discloser”)

And

____________________________________

Name of company, with registration number ______________________________________
A company duly incorporated in terms of the laws of Republic of South Africa, with its registered office or principal place of business at ______________________________________

(Hereinafter referred to as “the Recipient”)
PREAMBLE

Whereas the Discloser will disclose certain confidential information to the Recipient for the purpose of providing Sasria with technical information.

And whereas the Recipient wishes to receive confidential information on the condition that the Recipient will not disclose the same to any third party or make use thereof in any manner except as set out below.

The Discloser and the Recipient hereby agree to the following:

1. Definitions

   Unless the contrary is clearly indicated, the following words and/or phrases, when used in this Agreement, shall have the following meaning:

   1.1 “Agreement” shall mean this written document together with all written appendices, annexures, exhibits or amendments attached to it from time to time;

   1.2 “Commencement Date” shall mean the last date of signature;

   1.3 “Confidential Information” shall mean all information which:

   1.3.1 Pertains to the Disclosing Purpose, disclosed, revealed or exchanged by the Discloser to the Recipient, and which pertains to, but is not limited to all intellectual property rights, all trade secrets, all agreements (whether in writing or not) which exist at the time of revealing the content thereof to the Recipient, the content of all possible future agreements which the Discloser intends to enter into with any other party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that is revealed is applicable to technical, business or financial aspects of the Discloser; and/or

   1.3.2 Any information of whatever nature, which has been or may be submitted by the Discloser to the Recipient, whether in writing or in electronic form or pursuant to discussions between the Parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, business or financial data, know-how, formulae, processes, specifications, sample reports, models, customer lists, computer software, inventions or ideas; and/or

   1.3.3 Any dispute between the Parties resulting from this Agreement; and/or

   1.3.4 Any fault or defect in any aspect of the business of the Discloser, irrespective
of whether the Discloser knows about such a fault or defect;

1.4 “Notice” shall mean a written document;

1.5 “Parties” shall mean both the Discloser (Sasria SOC Ltd) and the Recipient (_____________________________).

2. Obligations of the Recipient

The Recipient shall:

2.1 Use the confidential information disclosed to it solely for the purposes of assisting Sasria with the Enterprise Architecture Review Request for Proposal and for no other purpose whatsoever;

2.2 Treat and safeguard the Confidential Information as private and confidential;

2.3 Ensure proper and secure storage of all Confidential Information;

2.4 Not at any time without the prior written consent of the Disclosure or another employee of the disclosure from which he received the information,

2.4.1 Disclose or reveal to any person or party either the fact that discussions or negotiations are taking, or have taken place between the Board, employee and another employee or the content of any such discussions or other facts relating to the Disclosing Purpose, except where required by law or any governmental, or regulatory body;

2.5 Notwithstanding any lesser degree of protection that may otherwise be permissible hereunder, where any Confidential Information may be subject of any National or Government Security Regulations, the Recipient shall, and hereby undertakes to, take such measures as may be required by such Regulations to protect such Confidential Information;

2.6 Not create the impression with or lead any third party to interpret or construe any condition contained in this Agreement, that this Agreement is an Agency Agreement and/or Partnership Agreement and/or a Joint Venture and/or any other similar arrangement. For purposes of this Agreement, the Recipient’s professional advisors and insurers will not be viewed as being third parties;

2.7 Not allege that this Agreement grants it, either directly, or by implication, or by estoppel or otherwise a license under any patent or patent application, or that it is entitled to utilize the Confidential Information in any way contrary to the stipulations contained in this Agreement;
2.8 On termination of this Agreement act with the Confidential Information in accordance with a Notice delivered to it by the Discloser and if no such Notice was delivered, the Recipient shall destroy the Confidential Information in a similar manner to which it would destroy information that it would consider to be its own Confidential Information. Notwithstanding the content of this clause 2.8, the Recipient will be entitled to retain so much of the Confidential Information that it requires to comply with its own document retention policy, as well as that imposed on it by the professional body of which it is a member.

3. Obligations of the Discloser

The Discloser shall:

3.1 Disclose to the Recipient, in writing any relevant information in their possession or under their care, for purposes of assisting the Discloser with the Request for Proposal for Enterprise Architecture Review services;

3. Furnish the Recipient at least 7 (seven) calendar days prior to this Agreement being terminated, for whatever reason, with a Notice instructing the Recipient about what it should do with the Confidential Information once the Agreement has been terminated.

4. Exclusions

The provisions of Clause 3 above will not apply to any Confidential Information which:

4.1 Is at the time of disclosure to the Recipient, within the public domain and could be obtained by any person with no more than reasonable diligence;

4.2 Come into the public domain and could be obtained after such disclosure, otherwise than by reason of a breach of any of the undertakings contained in this Agreement;

4.3 Is subsequently provided to the Recipient by a person who has not obtained such information from the Discloser, provided that, in any such case, such information was not obtained illegally or disclosed by any person in breach of any undertaking or duty as to confidentiality whether expressed or implied;

4.4 Is disclosed with the written approval of the Discloser;

4.5 Is or becomes available to a third party from the Discloser on an unrestricted basis;

4.6 Is obliged to be reproduced under an order of court or government agency of
5. **Commencement**

This Agreement shall commence on the Commencement Date.

6. **Cancellation**

6.1 The Agreement shall not terminate automatically. Either party must be able to terminate on written notice to the other party once the Disclosing Purpose is completed. The obligations of confidentiality under this Agreement shall continue to apply after assignment or termination of this Agreement;

6.2 The Parties further agree that either Party shall have the right at any time to give notice in writing to terminate this Agreement forthwith in the event of a material breach of any of the terms and conditions of the Agreement. If the breach in question is one which can effectively be remedied, the Parties shall endeavor to jointly try to remedy such breach, failing which, the Agreement shall be terminated.

7. **Interpretation**

7.1 The clause headings in this Agreement have been inserted for convenience only and will not be taken into consideration in the interpretation of this Agreement;

7.2 Any reference in this Agreement to the singular includes the plural and *vice versa*;

7.3 Any reference in this Agreement to natural persons includes legal persons and references to any gender include references to the other genders and *vice versa*.

8. **Dispute Resolution**

8.1 A dispute concerning or arising out of this Agreement exists once a party notifies the others in writing of the nature of the dispute and requires it to be resolved under this clause. The parties must refer any dispute to be resolved by -

- negotiation; failing which
- mediation; failing which
- arbitration
8.2 Within ten (10) Business Days of notification, the parties must seek an amicable resolution to the dispute by referring it to designated and authorized representatives of each of the parties to negotiate and resolve it by the parties signing an agreement resolving it within fifteen (15) Business Days.

8.3 If negotiation fails, the parties must refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead) ("AFSA").

8.4 If mediation fails, the parties must refer the dispute within fifteen (15) Business Days for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement between the parties) as an expedited arbitration in Sandton under the then current rules for expedited arbitration of AFSA.

8.5 If the parties cannot agree on any arbitrator within a period of ten Business Days after the referral, the arbitrator will be appointed by the Secretariat of AFSA.

8.6 The periods for negotiation or mediation may be shortened or lengthened by written agreement between the parties.

8.7 This clause will not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

8.8 This clause is a separate, divisible agreement from the rest of this Agreement and must remain in effect even if the Agreement terminates, is nullified, or cancelled for any reason or cause.

10. Validity

If any provision of this Agreement is found or held to be invalid or unenforceable, the validity and enforceability of all the other provisions of this Agreement will not be affected thereby.

11. Domicilium and Noticessappi

The Parties elect the following addresses as their respective domicilium citandi et executandi, at which all notices and other communications must be delivered for the purposes of this Agreement:
12.1 Discloser:

12.1.1 By hand at 36 Fricker Road, Illovo, Sandton, Johannesburg, Gauteng
Marked for the attention of: Mr. Mziwoxolo Mavuso, Executive Manager: Governance

12.1.2 By post at: P.O. Box 653367, Benmore, 2010,
Marked for the attention of Mr. Mziwoxolo Mavuso, Executive Manager: Governance

12.1.3 By telefax at (011) 447 8630,
Marked for the attention of Mr. Mziwoxolo Mavuso, Executive Manager: Governance

12.2 Recipient:

12.2.1 By hand at __________________________________________
__________________________________________________________,
Marked for the attention of:
__________________________________________________________

12.2.2 By post to: __________________________________________,
Marked for the attention of:
__________________________________________________________

12.2.3 By telefax at __________________________________________
Marked for the attention of:
__________________________________________________________

12.3 Any notice or communication required or permitted to be given in terms of this agreement shall only be valid and effective if it is in writing.

12.4 Any notice addressed to either of the Parties and contained in a correctly addressed envelope and sent by registered post to it at its chosen address or delivered by hand at its chosen address to a responsible person on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, shall be deemed to have been received, unless the contrary is proved, if sent by registered post, on the 14th (fourteenth) calendar day after posting and, in the case of hand delivery, on the day of delivery.

12.5 Any notice sent by telefax to either of the Parties at its telefax number shall be
deemed, unless the contrary is proved, to have been received:

12.5.1 If it is transmitted on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, within 2 (two) hours of transmission;

12.5.2 If it is transmitted outside of these times, within 2 (two) hours of the commencement any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, after it has been transmitted.

13. **Entire Agreement and Variations**

13.1 This Agreement constitutes the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.

13.2 No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

13.3 Neither party to this Agreement has given any warranty or made any representation to the other party, other than any warranty or representation which may be expressly set out in this Agreement.

14. **Assignment, Cession and Delegation**

Neither of the Parties shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the other, which consent shall not unreasonably be withheld or delayed.

15. **Relaxation**

No indulgence, leniency or extension of a right, which either of the Parties may have in terms of this Agreement, and which either party ("the grantor") may grant or show to the other party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Agreement, or be construed as a waiver by the grantor of that right.
16. **Waiver**

No waiver on the part of either party to this Agreement of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

17. **Severability**

In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

18. **Governing Law**

The validity and interpretation of this Agreement will be governed by the laws of the Republic of South Africa.
19. **Acceptance**

I, the undersigned, _____________________________, herewith confirms that my position within the **Recipient** is that of _____________________________ and state that I am duly authorised to enter into this Agreement, which I herewith do, on this the _____ day, of _____________________ 2017 by signing this Agreement, for and on behalf of the **Recipient**.

________________________
Signature for and on behalf of **Recipient**

Witnesses:

1. ____________________________  2. ____________________________

I, the undersigned, _____________________________, herewith confirms that my position within the **Discloser** is that of _____________________________ and state that I am duly authorised to enter into this Agreement, which I herewith do, on this the _____ day, of _____________________ 2017 by signing this Agreement, for and on behalf of the **Discloser**.

________________________
Signature for and on behalf of **Discloser**

Witnesses:

1. ____________________________  2. ____________________________
REQUIRED CONTRACT DOCUMENTATION & ATTACHMENTS

Standard Bidding Documents

In addition to the aforementioned Annexure, the following attachments must be completed, signed and submitted together with the proposal/bid.

- Invitation to Bid (SBD 1);
- Tax Clearance Certificate Requirements (SBD 2);
- Pricing Schedule (SBD 3.3);
- Declaration of Interest (SBD 4);
- Preference Points Claims Form in terms of the Preferential Procurement Regulations 2011 (SBD 6.1);
- Declaration Certificate for Local Production and Content (SBD 6.2);
- Contract Form – Rendering of Services (SBD 7.2);
- Declaration of Bidder’s Past SCM Practices (SBD 8); and
- Certificate of Independent Bid Determination (SBD 9).

Failure to submit these documents will lead to disqualification of the proposal/bid.

End.
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF SASRIA SOC LTD

BID NUMBER:

DESCRIPTION:

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7.2)

SUBMIT AT SASRIA’S RECEPTION (STREET ADDRESS):

Sasria SOC Limited, 36 Fricker Road, Illovo, 2196.

Bidders should ensure that proposals/bids are delivered timeously to the correct address. If the proposal is late, it will not be accepted for consideration.

Sasria’s reception is open between 08H30 and 16H30 on week days.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS PROPOSAL/BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING DISQUALIFIED)

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
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<tr>
<td>POSTAL ADDRESS</td>
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<td>STREET ADDRESS</td>
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<tr>
<td>TELEPHONE NUMBER CODE</td>
<td>NUMBER</td>
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<td>CELLPHONE NUMBER</td>
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<td>FACSIMILE NUMBER CODE</td>
<td>NUMBER</td>
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<tr>
<td>E-MAIL ADDRESS</td>
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<tr>
<td>VAT REGISTRATION NUMBER</td>
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</table>
HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)  YES / NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)  YES / NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?: [TICK APPLICABLE BOX]
- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) .......................................................... ☐
- A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) .......................... ☐
- A REGISTERED AUDITOR .......................................................................................................................................................... ☐

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE).

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?  YES / NO

[IF ‘YES’, ENCLOSE PROOF]

SIGNATURE OF BIDDER ........................................................................................................................................................................

DATE ..................................................................................................................................................................................................

CAPACITY UNDER WHICH THIS BID IS SIGNED ........................................................................................................................................

TOTAL BID PRICE  R ............................................................................................ (Including VAT)

ANY ENQUIRIES REGARDING TECHNICAL REQUIREMENTS MAY BE DIRECTED TO:

Department: Business Change Department

Contact Person: Pierre Joubert

Tel: 087 358 7603
Fax: 011 447 8630
E-mail address: pierrej@sasria.co.za

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: Happy Nkanyani

Tel: 011 011 214 0800
Fax: 011 447 8630
E-mail address: happyn@sasria.co.za
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of this 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. In order to meet this requirement bidders are required to complete in full the form **TCC 001 “Application for a Tax Clearance Certificate”** 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. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

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


6. Applications for the Tax Clearance Certificates 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](http://www.sars.gov.za).
PRICING SCHEDULE
(PROFESSIONAL SERVICES)

NAME OF BIDDER: ........................................................................................................ BID NO.:  

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION

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

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

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

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

4. PERSON AND POSITION | HOURLY RATE | DAILY RATE
---------------------------|-------------|------------
---------------------------|-------------|------------
---------------------------|-------------|------------
---------------------------|-------------|------------
---------------------------|-------------|------------
---------------------------|-------------|------------

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

---------------------------|-------------|------------
---------------------------|-------------|------------
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---------------------------|-------------|------------
---------------------------|-------------|------------
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.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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<td><strong>TOTAL:</strong></td>
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</table>

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

5.2 Other expenses, for example accommodation (specify, e.g. 3-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 incurred must accompany invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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<td><strong>TOTAL:</strong></td>
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</table>

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

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

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

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

*[DELETE IF NOT APPLICABLE]*
Any enquiries regarding bidding procedures may be directed to:

**Sasria SOC Limited, 36 Fricker Road, Illovo, Sandton, 2196**

**Department:** Finance Department

**Contact Person:** Moochie Sallie

**Tel:** 011 214 0816

**E-mail address:** mogamats@sasria.co.za
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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/her representative: .................................................................

2.2 Identity Number: ................................................................................................................

2.3 Position occupied in the Company (director, trustee, shareholder², member): .................................................................

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .................................................................

2.5 Tax Reference Number: ....................................................................................................

2.6 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 PFMA (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 ‘Yes’, 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 attach 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 ‘Yes’, 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?  
YES / NO

2.9.1 If ‘Yes’, furnish particulars:
..............................................................
..............................................................
..............................................................

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

2.10.1 If ‘Yes’, furnish particulars:
..............................................................

2
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 ‘Yes’, furnish particulars:

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
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</table>
4. Declaration

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 & 3 ABOVE IS CORRECT. I ACCEPT THAT SASRIA MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.................................................. .................................................................
Signature Date

.................................................. .................................................................
Position Name of bidder
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - The 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included); and
   - The 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1,000,000 (all applicable taxes included) and therefore the ................. system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.

   The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>POINTS</th>
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</thead>
<tbody>
<tr>
<td>1.3.1.1 PRICE</td>
</tr>
<tr>
<td>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
</tbody>
</table>

   Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.4 The purchaser reserves the right to require of a bidder, either 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.

* Delete if not applicable.
2. **DEFINITIONS**

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “bid” means a written offer/proposal in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” 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;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with annual total revenue of R5 million or less;

2.10 “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 the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency,
calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 “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; and

2.18 “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.

3. ADJUDICATION USING A POINT SYSTEM

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

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

\[
P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}}\right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}}\right)
\]

Where:
Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
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<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared
5

for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: .......... = .......... (maximum of 10 or 20 points)

(Ponts claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete if not applicable).

8.1.1 If ‘Yes’, indicate:

(i) what percentage of the contract will be subcontracted? ......................... %
(ii) the name of the sub-contractor? ........................................
(iii) the B-BBEE status level of the sub-contractor? ............................
(iv) whether the sub-contractor is an EME? YES / NO (delete if not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm ..........................................................

9.2 VAT registration number ....................................................
9.3 Company registration number .................................................................

9.4 TYPE OF COMPANY/FIRM

☐ Partnership/Joint Venture/Consortium
☐ One-person business/sole propriety
☐ 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 company / firm has been in business? ..........................................

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company / firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

| NAME (PRINT) | ................................. |
| CAPACITY     | ................................. |
| SIGNATURE    | ................................. |
| NAME OF FIRM | ................................. |
| DATE         | ................................. |

WITNESSES:

1  ................................

2  ................................

DATE: .................................
DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.

1.5. 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.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

\[
LC = 1 - \left( \frac{x}{y} \right) * 100
\]

Where

x = imported content.

y = bid price 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, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

1.7. A bid will be disqualified if:
• the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
• this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. “bid” includes advertised competitive bids, written price quotations or proposals;

2.2. “bid price” price offered by the bidder, excluding value added tax (VAT);

2.3. “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.4. “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. “duly sign” means a Declaration Certificate for Local Content that has been signed by the 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);

2.6. “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<table>
<thead>
<tr>
<th>Description of services, works or goods</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>%</td>
</tr>
</tbody>
</table>
4. Does any portion of the services, works or goods offered have any imported content?  

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date 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:

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

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

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. .................................................................

ISSUED BY: (Procurement Authority / Name of Institution):

........................................................................................................

NB: 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.

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 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.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:
Bid price, excluding VAT (y)  
Imported content (x)  
Stipulated minimum threshold for Local content (paragraph 3 above)  
Local content %, as calculated in terms of SATS 1286

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(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.

(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, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: __________________________ DATE: ____________

WITNESS No. 1 __________________________ DATE: ____________

WITNESS No. 2 __________________________ DATE: ____________
CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to Sasria SOC Ltd in accordance with the requirements and task directives/proposals specifications stipulated in bid number ...................... at the price/s quoted. My bid/offer remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, viz
       - Invitation to bid;
       - Tax clearance certificate;
       - Pricing schedule(s);
       - Filled in task directive/proposal;
       - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
       - Declaration of interest;
       - Declaration of bidder’s past SCM practices;
       - Certificate of Independent Bid Determination;
       - Special Conditions of Contract;
   (ii) General Conditions of Contract; and
   (iii) Other (specify).

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract:

NAME (PRINT) ........................................
CAPACITY ........................................
SIGNATURE ........................................
NAME OF FIRM .....................................
DATE ................................................

WITNESSES

1 ........................................
2 ........................................
DATE: ........................................
CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, ............................................ in my capacity as ........................................................ accept your bid under reference number ............... dated ......................... for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<table>
<thead>
<tr>
<th>DESCRIPTION OF SERVICE</th>
<th>PRICE (ALL APPLICABLE TAXES INCLUDED)</th>
<th>COMPLETION DATE</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTION</th>
<th>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

NAME (PRINT) ............................................
CAPACITY ............................................
SIGNATURE ............................................
NAME OF FIRM ............................................
DATE ............................................

WITNESSES

1 ............................................
2 ............................................

DATE: ............................................
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all proposals/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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>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).</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>If ‘Yes’, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>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 (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.1</td>
<td>If ‘Yes’, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4.3.1 If ‘Yes’, 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 ‘Yes’, furnish particulars:

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .................................................................
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

................................................................. .................................................................
Signature Date

................................................................. .................................................................
Position Name of Bidder
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids\(^1\) 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.
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

________________________________________________________________________

(Name of Institution)

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

I certify, on behalf of: ________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid/proposal will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

................................................................. .................................................................
Signature Date

................................................................. .................................................................
Position Name of Bidder