

South Campus  
Supply Chain Management

Reference number:

RFQ5098/20/04/2026/ZT

Compulsory Briefing

Tuesday, 12 May 2026@14:00 via Zoom

Meeting:

Closing Date and Time:

21 May 2026@12pm

Subject:

Provision of cyber security audit services for the University.

Name of Bidder:

Total Amount (vat inclusive):

## **COMPULSORY BRIEFING MEETING LOGIN DETAILS:**

Join Zoom Meeting

<https://mandela.zoom.us/j/96403282150?pwd=M7PzO1ChUmrcFel5mfwKcBqZ4gdF5z.1>

Meeting ID: 964 0328 2150

Passcode: 509515

## **REQUEST FOR QUOTATION**

### **1. GENERAL TERMS**

- 1.1 This Request for Quotation makes provision for the **Provision of cyber security audit services for the University.**
- 1.2 Prices must include VAT. The University does not do upfront payments.
- 1.3 Quotations must be valid for a period of 60 (sixty) days from the closing date of RFQ.
- 1.4 The lowest or any tender may not necessarily be accepted and the University reserves the right to accept a quotation in full or in part or no quotation at all.

- 1.5 The University is under no obligation to submit reasons for acceptance or non- acceptance of a quotation.
- 1.6 The University reserves the right to request audited financial statements from Service Providers and to conduct due diligence exercise to verify the financial stability of a Service Provider, before issuing an appointment letter or placing of an order.
- 1.7 Not to award bidders listed on the National Treasury default register and blacklisted bidders. Condone non-compliance by the bidder with any administrative requirements set out in this RFQ. In such an event the Nelson Mandela University may allow the bidder an opportunity to remedy the defect within seven (7) days of the bidder being notified by the Nelson Mandela University of such defect or such shorter period as the Nelson Mandela University may determine. Under no circumstances, however, will bidders be allowed to make any material amendments or materially supplement their tender submissions after the stipulated closing date and time.
- 1.8 Service Providers are requested to **initial the bottom of each page in this RFQ document.** Additional information can be attached to this Request for Quotation.
- 1.9 Service Providers must submit duly completed and signed documentation via email to [Zintle.Tutuse@mandela.ac.za](mailto:Zintle.Tutuse@mandela.ac.za) with the subject line clearly stated with the words **RFQ5098/20/04/2026/ZT, Provision of cyber security audit services for the University and the closing date is 21 May 2026 @12pm. No queries will be entertained after 18 May 2026@16:00.**
- 1.10 Only emailed submissions will be accepted and needs to be submitted to [Zintle.Tutuse@mandela.ac.za](mailto:Zintle.Tutuse@mandela.ac.za)
- 1.11 No hard copies should be delivered to stores or procurement department.
- 1.12 The Protection of Personal Information Act, 2013 (POPI Act) has been promulgated and implemented on 1 July 2020. All personal identifiable information provided by you shall be treated in accordance with this statute and only used for finance administration purposes, as indicated in the University's Privacy Policy. By providing your information, you are giving consent for the use of all your personal identifiable information, provided to the University, for the aforesaid purposes.

**1.13 Geopolitical Risks**

As per Senate resolution taken during 2024, one of the elements which was endorsed by Senators included the following:

***“Require the university to refrain from entering into business negotiations and/or contractual agreements with businesses and/or companies of Israeli origin and/or that are complicit in supporting Israel in oppressing the Palestinian people.”***

<b>Tick Here</b> (on the box below)	I, the bidder, certify that my company will not be using services or material coming from Israel.
Bidder (Company Name):	
Name and Surname of Signatory:	
Signature	
Date	

## STAGE 1 – MANDATORY REQUIREMENTS

Suppliers must indicate with a Yes/No on the last column

**Bidders must submit the compulsory documentation listed below, failure to submit any of the documents listed below for Stage 1 will result in the disqualification of the RFQ:**

NO.	CATEGORY	COMPULSORY DOCUMENTATION REQUIRED	SUBMITTED YES/NO
1.	<b>Company Registration</b>	<ul style="list-style-type: none"> <li>If it is a company or close corporation: a copy of the certificate of incorporation issued by CIPC or its predecessor</li> <li>If it is a partnership: copies of SA identity document (or foreign passport) of two senior local partners, and latest and valid Partnership agreement must be submitted</li> <li>If it is a Sole Proprietor: certified copies of SA identity document (or foreign passport) of the owner must be submitted</li> </ul>	
2.	<b>Taxation</b>	<ul style="list-style-type: none"> <li>Valid Tax Compliant status with a pin issued by SARS.</li> </ul>	
3.	<b>RFQ Document</b>	<ul style="list-style-type: none"> <li>Duly signed and completed, <b>all pages initialled.</b></li> </ul>	
4.	<b>COIDA</b>	<ul style="list-style-type: none"> <li>Attach proof of valid registration</li> </ul>	
5.	<b>Insurance</b>	<ul style="list-style-type: none"> <li>Professional Indemnity, R5m (Attach valid proof)</li> </ul>	
6.	<b>Reference letters</b>	<ul style="list-style-type: none"> <li>Please attach three (3) positive, contactable reference letters from three (3) different clients, for work not older than five (5) years, demonstrating previous experience in conducting similar scope of work.</li> </ul>	
7.	<b>Professional Registration</b>	<ul style="list-style-type: none"> <li>Please attach proof of Registration with the Information Systems Audit and Control Association (ISACA) or equivalent professional bodies for the company and the lead auditor(s).</li> </ul>	
8.	<b>Company Profile</b>	<ul style="list-style-type: none"> <li>Please attach company profile showing years of experience, related to the services rendered, linked to the scope of work.</li> </ul>	
9.	<b>Proposal</b>	<ul style="list-style-type: none"> <li>Please attach a proposal with the detailed methodology and project plan outlining the approach to Preliminary Evaluation, Planning and Scoping, Fieldwork, Reporting, and Project Quality Management. The methodology must demonstrate a clear approach to assessing the University's cybersecurity posture, including cybersecurity</li> </ul>	

		governance, risk identification, control effectiveness, maturity assessment, and practical recommendations	
10.	<b>Attendance compulsory meeting of briefing</b>	<ul style="list-style-type: none"> <li>Register will be kept by the University</li> </ul>	
11.	<b>CVs and Qualifications</b>	<ul style="list-style-type: none"> <li>Please attach CV(s) and qualifications of the proposed lead auditor(s) and the team, with relevant experience.</li> </ul>	
12.	<b>Geopolitical risk</b>	<ul style="list-style-type: none"> <li>Duly complete, tick the box and sign <b>section 1.13 above</b> to confirm your agreement that the tendered product(s) or service(s) will comply with and align to the Mandela University Senate resolution. Failure to do so will result in disqualification of your bid.</li> </ul>	

**ADDED DOCUMENTS:**

**Please submit a valid copy of a B-BBEE certificate issued by an accredited organisation or sworn affidavit as per the DTI regulations.**

Failure to submit your B-BBEE Certificate or Affidavit will result in a score of zero (0) points for B-BBEE, potentially lowering your overall submission score. While your submission will not be excluded, it is crucial to provide this certification to ensure a fair evaluation.

**SPECIFICATION/ SCOPE OF WORK**

The Internal Audit (IA) Department of the Nelson Mandela University (the University) is established in terms of the IA Charter to support the University towards the achievement of its objectives by providing an independent and objective assessment of internal control, risk management and governance processes. In conducting its work, the Department is guided by the Global Internal Audit Standards. Hence the importance of ensuring proficiency and due professional care in delivering on audit projects.

From time to time, the IA Department acquires services of the external service providers to deliver on its mandate. The service providers or independent consultants are thus requested to provide quotations for the University's Cybersecurity Review.

**1. PURPOSE**

The purpose of this Request for Quotations (RFQ) is to request prospective service providers with prerequisite skills and capacity to provide quotations for the Cybersecurity Review. The prospective service providers will be required to provide services within the desired quality, scope, timeframe, and cost. The service providers are also requested to submit a detailed methodology that will be used to guide the audit.

**2. OBJECTIVES**

The objectives of this RFQ are to:

- a. Appoint a service provider or independent consultant to assess the University's cybersecurity posture.
- b. Provide prospective service providers or individual consultants with adequate information to understand and respond to the University's requirements for the required services.

- c. Ensure uniformity in responses from prospective service providers or individual consultants.
- d. Provide a structured framework for the evaluation of proposals.

### 3. OBJECTIVES OF THE AUDIT

The primary objectives of the review are to:

- a. Provide an independent and objective reasonable assurance on the adequacy and effectiveness the University's cybersecurity posture, benchmarking against the recognised cybersecurity frameworks.
- b. Assess alignment between cybersecurity controls, the University's risk appetite and strategic priorities, including digital transformation initiative.
- c. Evaluate the effectiveness of cybersecurity governance, accountability and oversight arrangements.
- d. Where gaps are identified, advise on ways in which the cybersecurity posture of the University can be improved, by providing practical recommendations.

### 4. SCOPE OF THE REVIEW

The audit should cover the following areas:

- a) **People:** role clarity, training and awareness, and accountability for cybersecurity responsibilities.
- b) **Processes:** cybersecurity governance and policy framework; compliance management; information and data governance and management; security risk management (including third-party vendor risks); asset management and security; incident management and Continuous monitoring and assessments.
- c) **Technology:** Technical controls and tools safeguarding critical information assets and systems.

### 5. DELIVERABLES

The preferred service provider or independent consultant will be required to:

- a) Prepare an audit engagement plan and budget with clear timelines and deliverables based on the agreed scope.
- b) Prepare an audit engagement letter which should be discussed and agreed upon with client management.
- c) Execute the review in line with the agreed methodology.
- d) Provide bi-weekly feedback to the Senior Director: Internal Audit on the progress in executing the audit engagement plan.
- e) Ensure effective client and stakeholder management.
- f) Present the report to management and governance structures.
- g) Submit an audit file, which at a minimum, shall include the following deliverables:
  - Results of the audit, including maturity assessment of the University's cybersecurity posture;
  - Properly referenced working papers and evidence;
  - Root-cause analysis and actionable recommendations;
  - Draft report for discussion with management;
  - Final Report, including executive level reporting for senior management and the governance structures; and
- h) Completed the audit by not later than 31 July 2026.

## 6. TEAM MEMBERS

Details of team member/s to be assigned to the project should be submitted in the following format. Importantly, **at least one person must hold a recognised cybersecurity certifications (e.g. CISSP, CISM, CEH) or related information security certification** with prerequisite skills, qualifications and experience should form part of the team.

Name	Role in the Project	Experience in Cybersecurity	Qualification	Certification

NB! The project must be performed in accordance with the assigned team members. Any deviations from the assigned team shall be discussed with and approved by the Senior Director: Internal Audit.

## STAGE 2: FUNCTIONALITY/EVALUATION CRITERIA

Only responsive service providers scoring a minimum of 70% or 35 points for functionality shall proceed to Stage 3 for Price and B-BBEE. **TOTAL points = 50**

### Evaluation criteria/ functionality

CRITERIA	MAXIMUM AWARDED	TO BE
<b>Requirements</b>		
<b>1. Team Competencies</b>		<b>Max Points</b>
<b>1.1 Collective experience of the team (<i>Fair spread across all levels of the team</i>)</b>		<b>10 Points</b>
<ul style="list-style-type: none"> <li>• More than 20 years</li> <li>• Between 10 and 20 years</li> <li>• Between 5 and 9 years</li> <li>• Less than 5 years</li> </ul>	10 points 5 points 2 points 0 points	
<b>1.2 Qualifications: Fair spread across all levels of the team</b>		<b>5 Points</b>
<ul style="list-style-type: none"> <li>• At least 40% of team members with postgraduate qualifications in Information Systems, Information Technology, Cybersecurity, Computer Science and/or related fields.</li> <li>• More than 70% of team members with undergraduate qualifications in Information Systems, Information Technology, Cybersecurity, Computer Science and/or related fields.</li> <li>• Less than 70% of team members with undergraduate qualifications in Information Systems, Information Technology, Cybersecurity, Computer Science and/or related fields.</li> </ul>	5 points   2 points   0 points	
<b>1.3 Professional Certification: Fair spread across all levels of the</b>		<b>10 Points</b>

CRITERIA	MAXIMUM AWARDED	TO BE
<b>team</b>		
<ul style="list-style-type: none"> <li>• More than 70% of team members hold recognised cybersecurity and/or information security certifications (e.g. CISSP, CISM, CEH or equivalent).</li> </ul>	10 points	
<ul style="list-style-type: none"> <li>• 30 to 70 % of team members hold recognised cybersecurity and/or information security certifications (e.g. CISSP, CISM, CEH or equivalent).</li> </ul>	5 points	
<ul style="list-style-type: none"> <li>• Less than 30 % of team members hold recognised cybersecurity and/or information security certifications (e.g. CISSP, CISM, CEH or equivalent).</li> </ul>	0 points	
<b>1.4 Professional Membership: Fair spread across all levels of the team</b>		<b>5 Points</b>
<ul style="list-style-type: none"> <li>• More than 90 % of team members are members of a professional body (i.e. registered with Information Systems Audit and Control Association (ISACA) or equivalent professional bodies)</li> </ul>	5 points	
<ul style="list-style-type: none"> <li>• 50 to 90% of team members are members of a professional body (i.e. registered with Information Systems Audit and Control Association (ISACA) or equivalent professional bodies).</li> </ul>	3 point	
<ul style="list-style-type: none"> <li>• Less than 50% of team members are members of a professional body (i.e. registered with Information Systems Audit and Control Association (ISACA) or equivalent professional bodies)</li> </ul>	1 points	
<b>2. Proposed methodology and approach</b>		<b>15 points</b>
Understanding of the requirements, including the following phases as a minimum: Preliminary evaluation, Planning and Scoping, Fieldwork, Reporting and Project quality management. The methodology must further demonstrate alignment to the Global Internal Audit Standards and recognised cybersecurity frameworks (e.g. NIST CSF, ISO 27001, CIS Controls), including a clear approach to cybersecurity maturity assessment, risk identification, control evaluation and practical recommendations.		
<ul style="list-style-type: none"> <li>• Sound/exceptional understanding of the requirements and demonstrates the ability to address them.</li> </ul>	15 points	
<ul style="list-style-type: none"> <li>• Partial understanding of the requirements and demonstrates the ability to address them.</li> </ul>	10 points	
<ul style="list-style-type: none"> <li>• Limited/no understanding of the requirements and demonstrate limited/no ability to address them.</li> </ul>	0 points	
<b>3. Company experience</b>		<b>5 Points</b>
Performance of cybersecurity reviews, IT audits and/or cybersecurity maturity assessments, preferably within the higher education sector (attach reference letters not older than 5 years).		
<ul style="list-style-type: none"> <li>• 3 x reference letters from the higher education sector including TVETs</li> </ul>	5 points	
<ul style="list-style-type: none"> <li>• 2 x reference letters from the higher education sector including TVETs</li> </ul>	3 points	
<ul style="list-style-type: none"> <li>• 1 x reference letter from the higher education sector including</li> </ul>	2 points	

CRITERIA	MAXIMUM AWARDED	TO BE
TVETs • 0 x reference letter from the higher education sector including TVETs	1 point	
<b>TOTAL = 50 points</b>		

**STAGE 3: ADJUDICATION USING A POINTS SYSTEM, PRICE & B-BBEE**

**PRICE PROPOSAL**

The service provider must complete the table below in their submission, in respect of their price proposal. All pricing must include VAT

Should you have any enquiries please contact [Zintle.Tutuse@mandela.ac.za](mailto:Zintle.Tutuse@mandela.ac.za), and the subject line should be RFQ5098/20/04/2026/ZT.

**STAGE 3: ADJUDICATION USING A PRICE AND B-BBEE POINTS SYSTEM**

The service providers should provide their quotations guided by the requirements in the table below.

Position	Estimated Hours	Rate per Hour	Price "R"
<b>Sub-Total</b>			
<b>Disbursements*</b>			
<b>VAT</b>			
<b>Total Price</b>			

\*To be paid based on the proof of expenditure.

The RFQ will be evaluated according to the following criteria:

- a. Suitability of the methodology;
- b. Suitability of skills of the team to deliver on the scope and objectives;
- c. Quality management;
- d. Previous project/s of a similar nature; and
- e. Quoted price.

1. Price.....	80
2. Broad Based Black Economic Empowerment...	20

1. The score for price

1.1 will be 80 points, calculated in terms of the following formula:

$$Ps = 80 - \frac{Pt - Pmin}{Pmin}$$

Ps = Points scored for price of tender under consideration

Pt = Rand value of offer tender consideration

Pmin = Rand value of lowest acceptable tender

## 2. B-BBEE

Points scored for broad based black economic empowerment (BBBEE) will be obtained from official BEE certificates. Points will be allocated as follows:

Level one contributor	20 pts
Level two contributor	18 pts
Level three contributor	14 pts
Level four contributor	12 pts
Level five contributor	8 pts
Level six contributor	6 pts
Level seven contributor	4 pts
Level eight contributor	2 pts
Non-compliant	0 pts

## 2. START AND COMPLETION DATE

As per the project plan.

## 3. PAYMENT

Payment for the order will be made within thirty (30) days from the date of receipt of the invoice.

## 4. MANDATORY AGREEMENT AND HEALTH and SAFETY SPECIFICATION

This agreement and specification has been formulated by the NELSON MANDELA UNIVERSITY to ensure that all contract work carried out on its property is performed in a manner safe to the Service Provider's employees, NELSON MANDELA UNIVERSITY employees, students, visitors and all other persons affected.

This agreement includes, but is not limited to building and construction work, office work, machine work, maintenance and installation, waste metal disposal, supply of gas and fuel, plant and machinery supply, erection and maintenance and all forms of service provision.

NELSON MANDELA UNIVERSITY Management requires that all work and the supply of services shall be carried out in accordance with the South African Statutes and the NELSON MANDELA UNIVERSITY policies and procedures

The attached mandatory contract between the NELSON MANDELA UNIVERSITY and:

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Name of Service Provider / Company

is in accordance with Section 37(2) of the OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 of 1993 (OHS ACT) and the following arrangements and procedures have been agreed to between the Service Provider and the NELSON MANDELA UNIVERSITY in order to ensure compliance with the OHS Act.

**IMPORTANT NOTICE:**

This agreement does not remove, limit or reduce from the Service Provider the statutory requirements in respect of construction work, the development and approval of a Health and Safety Plan and the maintenance of a Health and Safety File. All requirements of this agreement are additional to the statutory obligations of the Service Provider in the terms of the Construction Regulations of the OHS Act, where applicable.

**1. DEFINITIONS**

- 1.1 Whenever in this agreement the word "Service Provider" is used it shall include the Service Provider, his sub-Service Providers, employees, agents or invitees.
- 1.2 Where in these regulations, reference is made to "OHS Act", this shall mean the Occupational Health & Safety Act 85 of 1993 (This automatically includes all Regulations and South African National Standards promulgated or included in terms of the Act).
- 1.3 For the purposes of this agreement, the term 'building-construction work' shall include the definition as it appears in Regulation 1 of the Construction Regulations, OHS Act and – in all instances- the erection, maintenance, alteration, renovation, repair, demolition or dismantling of a building or other structure, or the installation, erection, dismantling or maintenance of machinery (including all electrical work) and all work where there is a risk of falling.
- 1.4 Designated Persons: The responsible manager of NELSON MANDELA UNIVERSITY, who is responsible for the activities of the Service Provider at NELSON MANDELA UNIVERSITY, is the Director: Support Services.

**2. NELSON MANDELA UNIVERSITY COMMITMENT**

NELSON MANDELA UNIVERSITY will assist the Service Provider in any practical way to facilitate the execution of the work involved in the contract in a safe and healthy manner.

**3. INDEMNITY**

- 3.1 The Service Provider undertakes to ensure that he and all his employees will at all times comply with all the requirements of the OHS Act and with the regulations formulated in this agreement, this includes the **provision of a health and safety plan** and compliance with this plan.
- 3.2 The Service Provider warrants that he will not endanger the health and safety of NELSON MANDELA UNIVERSITY employees, students and visitors and his own employees and all persons affected by his activities, whilst working at NELSON MANDELA UNIVERSITY premises.
- 3.3 The Service Provider expressly agrees to comply with the procedures and arrangements required by the OHS Act and the regulations of this agreement, in the performance of all work at NELSON MANDELA UNIVERSITY.
- 3.4 This agreement will not be deemed to relieve Service Providers of any other civil, legal or statutory liability or obligation nor to waive or modify such other liability or obligation.
- 3.5 The Service Provider hereby indemnifies the NELSON MANDELA UNIVERSITY , its CEO, management team and every employee against any liability, loss, claim or proceedings whatsoever, whether arising in Common Law or by Statute, consequent on personal injuries or the death of any person whomsoever (including claims by employees of the Service Provider and their

dependants) or consequent on loss of or damage to any movable or immovable property arising out of or caused by or in connection with the execution of the Service Providers contract with NELSON MANDELA UNIVERSITY.

#### **4. DUTIES OF SERVICE PROVIDER'S EMPLOYEES**

- 4.1 Service Providers' employees are advised that any practice or condition likely to cause harm or constitute danger either to their own or NELSON MANDELA UNIVERSITY's employees, students & visitors or property, will not be tolerated.
- 4.2 NELSON MANDELA UNIVERSITY employees or their deputies have NELSON MANDELA UNIVERSITY's authority to take such immediate action as is necessary to ensure safety.
- 4.3 Discipline regarding occupational health and safety is to be strictly enforced by the Service Provider.

#### **5. INSURANCE**

The Service Provider warrants that he is possession of the following insurance cover, which shall remain in force whilst his employees are present on NELSON MANDELA UNIVERSITY premises or which shall remain in force for the duration of his contractual relationship with NELSON MANDELA UNIVERSITY, whichever is the longest.

- 5.1 The Service Provider warrants that he is a REGISTERED EMPLOYER in terms of the COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COID Act) and that he is good standing with the Commissioner of the COID Act.
- 5.2 The Service Provider's COIDA registration number is: \_\_\_\_\_
- 5.3 Attached is a PROOF OF GOOD STANDING reference from the COIDA Commissioner.
- 5.4 Common Law Liability insurance in respect of third parties for the minimum sum of  
R \_\_\_\_\_ Million Rand)
- 5.5 Third party insurance on all vehicles entering NELSON MANDELA UNIVERSITY premises.
- 5.6 Any other insurance cover that will adequately make provision for any possible losses and/or claims arising from his or his employee's actions or omissions on NELSON MANDELA UNIVERSITY premises.

#### **6. SERVICE PROVIDER'S RESPONSIBILITY**

- 6.1 All work performed on NELSON MANDELA UNIVERSITY premises must be performed under the direct supervision of the Service Provider's nominated responsible person.
- 6.2 The Service Provider shall assume the responsibility in terms of Section 16(1) of the OHS ACT.  
  
Should the Service Provider delegate any duty in terms of Section 16(2) to an employee who is operative on NELSON MANDELA UNIVERSITY premises, a written copy of the delegation appointment must be forwarded to the Director: Support Services.
- 6.3 The Service Provider shall only appoint competent employees who have been educated and trained in all aspects of occupational health and safety pertinent to the type of work performed.

#### **7. REPORTING TO NELSON MANDELA UNIVERSITY**

- 7.1 The Service Provider confirms that he has been informed that any unsafe or unhealthy act or omission on NELSON MANDELA UNIVERSITY premises must be reported to NELSON MANDELA UNIVERSITY management. He has informed his employees likewise.
- 7.2 Every incident and accident of the Service Provider's employees on NELSON MANDELA UNIVERSITY premises must be reported to the NELSON MANDELA UNIVERSITY responsible manager.
- 7.3 All incidents referred to in Section 24 of the OHS Act will be reported by the Service Provider to the Department of Labour, as well as to the NELSON MANDELA UNIVERSITY responsible manager.
- 7.4 NELSON MANDELA UNIVERSITY will be provided with copies of any documentation relating to any incident.
- 7.5 NELSON MANDELA UNIVERSITY hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the OHS Act into any incident involving the Service Provider and/or his employees, which occurred on NELSON MANDELA UNIVERSITY premises.

## **8. SERVICE PROVIDER'S VEHICLES**

Service Provider's vehicles shall not be parked so as to obstruct entrances, roadways or work processes, and where Security systems are in force, are subject to being searched on entering and leaving the premises.

## **9. SECURITY**

Security systems are operative at all times and include:

- 9.1 A visitors' pass system.
- 9.2 Vehicle recording and check.
- 9.3 Goods exit permits
- 9.4 Declaration of Service Providers' tools and equipment on entering and leaving the premises.
- 9.5 Search of vehicles, bags, containers etc. on entering or leaving the premises.
- 9.6 No person may carry firearms on NELSON MANDELA UNIVERSITY premises unless the permission of the designated person has been obtained in writing.

## **10. HAZARD IDENTIFICATION AND RISK ASSESSMENT**

- 10.1 Upon request, a documented Hazard Identification and Risk Assessment (HIRA) document will be handed to the NELSON MANDELA UNIVERSITY designated person, prior to any part of the work being started at the NELSON MANDELA UNIVERSITY premises.
- 10.2 In accordance with the Construction Regulations, a documented Hazard Identification, Risk Assessment, Risk Management, Risk Monitoring and review plan will be **included in the Health and Safety Plan**.

## **11. STATUTORY OBLIGATIONS OF THE SERVICE PROVIDER**

Whilst on NELSON MANDELA UNIVERSITY premises Service Providers and their employees shall comply with the provisions of the OHS Act, which forbid:

- 11.1 Horseplay, scuffling, fighting, running or throwing of objects.
- 11.2 The possession, consumption or offering for consumption to any person of intoxicating liquor or habit-forming drugs. Any employee suspected of being under the influence of alcohol or other intoxicating substance will not be allowed to enter or remain on NELSON MANDELA UNIVERSITY premises.

- 11.3 The tampering with or misuse of any safety equipment installed or provided to any person by an employer or user of machinery.
- 11.4 The failure to use any safety equipment at a workplace, or in the course of employment or in connection with the use of machinery, which has been provided by an employer or user of machinery.
- 11.5 The doing of anything at a workplace or in connection with the use of machinery, which is calculated to threaten the safety of any person.
- 11.6 Service Providers are required to take all reasonable measures to ensure that the requirements of the Act and the regulation are observed by his employees.
- 11.7 Service Providers must, in the interests of safety, enforce discipline.
- 11.8 Service Providers will only allow work to be performed or machinery to be used under the general supervision of a person who has the knowledge and experience necessary to assess the hazards associated with the performance of such work or the use of such machinery.
- 11.9 The Service Provider will establish and determine the precautionary measures needed in order to protect the safety of persons, and to provide the necessary means for and application of such precautionary measures;
- 11.10 The Service Provider will take such steps as may be necessary to remove any threat or potential threat to the safety of persons.
- 11.11 Every employee of the Service Provider will be made conversant with the dangers to his safety attached to any work he has to perform, any article he has to process, use, handle, store or transport and any machinery he is required or permitted to use, and also with the precautionary measures which should be taken and observed with respect to those dangers: Safe work practices shall be enforced and all employees will be made conversant with the contents of these practices.
- 11.12 The Service Provider will not permit any employee to do any work or to process, use, handle, store or transport any article or to operate any machinery unless the precautionary measures prescribed, are complied with.
- 11.13 No unsafe equipment and machinery or articles will be used on NELSON MANDELA UNIVERSITY premises.

## **12. HEALTH AND SAFETY REPRESENTATIVES**

All Service Providers, where they employ 20 or more employees at any workplace on NELSON MANDELA UNIVERSITY premises, shall ensure that Health and Safety representatives are duly appointed, a Health and Safety Committee for that work area is put into place and monthly Health and Safety Committee meetings are held in accordance with Sections 17, 18, 19 and 20 of the OHS Act. It is expected that where the provisions of this paragraph apply Service Providers will liaise closely with the NELSON MANDELA UNIVERSITY designated person, at the premises, to determine respective areas of responsibility and incorporation of the Service Providers' representative and committee activities into those of the University.

Full participation will be given to the Service Provider's employees when they enquire into occupational safety and health issues relating to the work environment at NELSON MANDELA UNIVERSITY.

## **13. DEMARCATION, SIGNS AND NOTICES**

Service Providers are required to observe in full, all safety notices and signs on the premises.

## **14. SMOKING**

The "No Smoking" rule must be observed in all areas. Smoking areas have been identified and demarcated.

## **15. PERSONAL PROTECTIVE EQUIPMENT**

All Service Providers will ensure that their employees are provided with and use the necessary personal protective equipment and clothing pertinent to the work being carried out.

## **16. EXPLOSIVE or FLAMMABLE DEVICES**

Where explosive or flammable devices are used, the prior permission of the NELSON MANDELA UNIVERSITY responsible person shall be obtained.

All necessary precautions to prevent damage and injury caused by ricochet shall be taken. All charges/cartridges shall be accounted for after the use of such devices.

## **17. ELECTRICAL WORK**

Where electrical work is carried out the Service Provider shall ensure that the circuits worked on are zero-potentialled and that an approved 'lock out' system is used.

Before shutting off any power supply the Service Provider must consult the NELSON MANDELA UNIVERSITY responsible person to ensure that the supply of power to essential operations is not cut off in error.

## **18. PORTABLE ELECTRICAL EQUIPMENT**

Service Providers engaged in any work on NELSON MANDELA UNIVERSITY premises which necessitates the use of portable electric tools with an operating voltage in excess of 42 volts are required to use appropriate earth leakage devices or double insulated tools.

All tools must be inspected in accordance with legal requirement and an inspection register must be on site.

## **19. LADDERS, SCAFFOLDS, HOISTS, BUILDER'S HOISTS, CRANES, EQUIPMENT**

19.1 Ladders, scaffolds, hoists, builder's hoists, cranes, electrical and mechanical equipment must be in a good state of repair, properly maintained and inspected in accordance with the statutory requirements.

19.2 Where scaffolding is erected, handrails, toe-boards, etc. must be embodied.

19.3 All equipment and materials must be lowered to the ground and not dropped.

19.4 All overhead scaffolds and suspended loads shall be rendered safe before leaving work for the day.

19.5 Ladders will be inspected monthly and an inspection register will be on site.

19.6 Scaffold will be erected by qualified and competent personnel only, inspected daily and tagged for conformance.

## **20. USE OF NELSON MANDELA UNIVERSITY EQUIPMENT**

20.1 Should the Service Provider wish to make use of NELSON MANDELA UNIVERSITY hoists, cranes, lifting equipment, portable tools, transport, or any other machinery and appliances, he must first make application to the responsible person, who will, if deemed fit, make the necessary equipment and if possible, an NELSON MANDELA UNIVERSITY operator available to the Service Provider. In the event of a Service Provider availing himself of any of the services outlined in this paragraph, he shall do so at his sole risk and under no circumstances will NELSON MANDELA UNIVERSITY be liable to the Service Provider for any injury, loss or damage he may suffer as a result of the said equipment.

- 20.2 When firefighting and/or first aid equipment is supplied by the NELSON MANDELA UNIVERSITY for use by a Service Provider, the Service Provider will ensure that:
- a. It is maintained in a serviceable condition.
  - b. The use of such equipment is reported immediately to the plant engineer or NELSON MANDELA UNIVERSITY responsible manager.

## **21. JACK HAMMERS**

All air-operated jack-hammers are to be securely bonded to the earth system by means of a flexible lead located on the inside of the air hose. Suitable provision must be made for jumper connections to the earthing system to prevent electric shock to operators in the event of striking underground cables during excavation work.

## **22. OPEN FIRES**

No braziers, open bar heaters or similar type of heater shall be allowed on NELSON MANDELA UNIVERSITY premises except where the type of heater and location is approved by the NELSON MANDELA UNIVERSITY responsible manager.

No open fires are allowed.

## **23. PRESSURE VESSELS**

Pressure vessels used by Service Providers must be designed and certified in accordance with the Regulations in the OHS Act. All records must be provided on site

## **24. CHEMICAL SUBSTANCES**

- 24.1 The Service Provider must maintain an on-site (NELSON MANDELA UNIVERSITY) up-to-date list with the Safety Data Sheets for ALL chemical substances that will be used on the NELSON MANDELA UNIVERSITY site.
- 24.2 The Service Provider shall comply with all aspects of the handling, storage, transport and disposal of these materials, as specified in the HIRA and in accordance with the OHS ACT and Hazardous Chemical Regulations.
- 24.3 Petrol, diesel, oil, paint, thinners and other flammable materials shall not be stored within 18 metres of any permanent building (either under construction or completed) without the prior approval of the NELSON MANDELA UNIVERSITY responsible manager.

## **25. HOUSEKEEPING**

During the execution of any work the surrounding areas must be maintained in an orderly and tidy condition and loose material of any kind must not be left in walkways or in working spaces.

## **26. WASTE**

- 26.1 Rubble, scrap and waste resulting from work performed by the Service Provider that is not removed by the NELSON MANDELA UNIVERSITY appointed waste Service Provider must be removed regularly by the Service Provider from the premises as agreed with the plant engineer or NELSON MANDELA UNIVERSITY responsible manager.
- 26.2 Material left on the site after the completion of a job will be removed by NELSON MANDELA UNIVERSITY to an approved waste site and all costs relating to this operation will be charged to the Service Providers account. NELSON MANDELA UNIVERSITY will not be responsible for any material so dealt with.

## **27. WORK at HEIGHTS**

Where the work for which the Service Provider is engaged entails work at heights, the Service Provider must:

- 27.1 Designate a competent person, responsible for the preparation of a fall protection plan;

- 27.2 Have the fall protection plan approved by the NELSON MANDELA UNIVERSITY responsible person PRIOR to the start of work;
- 27.3 Ensure that the plan contains the CV of the persons referred to in 27.1, a list of all trained, certified and medically approved operators and a method statement of all activities undertaken on heights;
- 27.4 Implement and maintain and where and when necessary amend the fall protection plan and have such plan approved by the NELSON MANDELA UNIVERSITY responsible manager;
- 27.5 Include a risk assessment of all work carried out from an elevated position, which shall include the procedures and methods used to address all the risks identified per location;
- 27.6 Medically evaluate the employees' physical and psychological fitness necessary to work at elevated positions and file the valid medical certificates of fitness in the plan and H&S file;
- 27.7 Train employees working at elevated positions: All persons must be trained and checked i.r.o. fall protection management. Such training must be recorded and certified and certificates must form part of the fall protection plan and H&S file;
- 27.8 Inspect, test and maintain all fall protection equipment and keep the records on site;
- 27.9 Guard, fence or barricade all unprotected openings in floors, edges, slabs, hatchways and stairways preventing any person from falling;
- 27.10 Ensure that no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
- 27.11 Place notices at and over all openings where the possibility exists that a person might fall through such openings;
- 27.12 Ensure that fall prevention and fall arrest equipment is:
  - a. Suitable and of sufficient strength for the purpose or purposes for which it is being used, having regard to the work being carried out and the load, including any person, it is intended to bear; and
  - b. Securely attached to a structure or plant; and
  - c. Attached to a structure or plant in such a way and by such means of attachment that is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;
  - d. Ensure that all fall arrest equipment shall only be used where it is not reasonably practicable to use fall prevention equipment; and
  - e. Ensure that suitable and sufficient steps shall be taken to ensure that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.
  - f. Where roof work is performed the Service Provider shall ensure that the roof work has been properly planned, that the roof erectors are competent to carry out the work and that all work is performed so as to prevent persons from falling through the roof;
  - g. No employees may be permitted to work at heights or on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees. For this purpose the fall protection plan must include:
    - i Weather specifics forbidding heights works;
    - ii Methods of measuring such specifics, which will be kept on site or applied;
  - h. Prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists.

- I Access restriction and prominent warning signs are to be applied wherever there is a hazard of falling objects which could injure employees, visitors, students or other persons.

## **28. ROOF WORK**

In addition to the fall protection measures, Service Provider employees walking or working on any of the NELSON MANDELA UNIVERSITY premises' roofs shall walk on or work from support ladders or scaffolding planks, which must be placed across the roofing so as to prevent persons from falling through. All persons must use a safety harness at all times.

## **29. DANGEROUS WORK and PERMIT TO WORK**

Work for which the issuing of a dangerous work permit is required will not be performed unless a permit is obtained from the NELSON MANDELA UNIVERSITY responsible manager.

Where new chemicals are used or a fire hazard is created, dangerous work permits are always necessary. If the Service Provider is in doubt, the NELSON MANDELA UNIVERSITY responsible person will decide whether a permit is required.

Where a fire hazard exists, the Service Provider shall ensure that:

- 29.1 The work area is free of explosive dust, flammable liquids, gas and combustible material before work commences and after work has been completed.
- 29.2 Employees engaged in performing "Hot Work" are aware of the location of fire appliances and of all emergency procedures.
- 29.3 That welders use welding screens at all times.
- 29.4 That at the completion of the "Hot Work" operation and at the end of each day the area is inspected to ensure that no smoldering material remains.

The following work is always dangerous work:

- 29.5 Access of vehicles in restricted areas
- 29.6 All demolition work
- 29.7 All excavating and digging
- 29.8 Any blocking of roads, access or emergency routes
- 29.9 Confined space work
- 29.10 Bypassing of any safety protection system
- 29.11 Work on heights, where there is a danger of falling
- 29.12 Radio-active work
- 29.13 Chemical cleaning of any equipment
- 29.14 Installing, lifting, dismantling of machinery
- 29.15 Work on live energy

## **30. MOVING MACHINERY**

No work shall be commenced near moving machinery until the appropriate arrangements have been made with the NELSON MANDELA UNIVERSITY designated person in charge of the area.

## **31. CONSTRUCTION WORK**

Where construction work is performed the requirements as set out in the Construction regulations will be strictly followed.

## **32. HEALTH AND SAFETY PLAN**

All work shall be supervised by a competent person appointed in writing by the Service Provider. The Service Provider hereby specifically confirms his knowledge, understanding and application of:

- 32.1 The statutory notification of construction work with the Department of Labour;
- 32.2 The development of a Health and Safety plan, at the hand of a Health and Safety specification;
- 32.3 The performance of an overall-and pre-task risk assessment in writing;
- 32.4 The maintenance of a Health and safety file and Site record;
- 32.5 The appointment in writing of all responsible persons;
- 32.6 Health and Safety induction of all the Service Provider's employees and health and safety training of all employees involved in risk work.
- 32.7 The control and limitation of access to persons to NELSON MANDELA UNIVERSITY work sites.
- 32.8 The Service Provider will stop unsafe or unplanned work
- 32.9 Where sub-Service Providers are used, the competencies and resources in respect of health and safety will be managed by the principal Service Provider;

Besides the legal requirements, the health and safety plan shall include:

- 1. An overview of the scope and activities of the project;
- 2. An overview of the machinery and plant used in the project;
- 3. An organisational chart of the staff deployed in the project, which identifies legal appointments and responsibilities;
- 4. Proof of competency (as defined in CR 1) of responsible persons;
- 5. Signed letters of appointment of all responsible persons;
- 6. A hazard identification and risk assessment;
- 7. Method statements for the activities of the project; the method statements must be based on the scope of work as defined in b and c and the risk assessment as defined in g;
- 8. An outline of the PPE to be used and the management of such PPE on site;
- 9. A list of the inspection registers which will be kept on site;
- 10. Medical certificates of fitness for those employees legally requiring such;
- 11. The induction document used to ensure that all employees on site are conversant with the content of the health and safety plan and what role they are expected to play in ensuring health and safety on the construction site;
- 12. An index of the H&S file for the site;
- 13. Where fall protection applies a copy of the fall protection plan and the signed appointment letter of the competent person;
- 14. Where excavation occurs, proof of competency and signed letters of appointment of excavation supervisors;
- 15. Where demolition occurs, proof of competency and signed letters of appointment of demolition supervisors;

## **33. SUB SERVICE PROVIDERS**

No sub Service Providers may be used unless expressly approved by the NELSON MANDELA UNIVERSITY responsible person.

## **34. HEALTH AND SAFETY FILE**

The Service Provider must provide and maintain a Health and Safety file on site. This file becomes the property of NELSON MANDELA UNIVERSITY after completion of the project.

## **35. EXCAVATION WORK**

When excavation work is involved, the Service Provider is warned of the possibility of the presence of electric cables, drains, gas & water mains, etc. No excavation work may commence until written permission has been obtained from the NELSON MANDELA UNIVERSITY responsible manager. All excavations must be effectively railed off or completely boarded over and properly marked during the hours of darkness by red warning lamps or orange flashing lamps. Similarly, debris or material which cannot be removed immediately must be heaped in such a manner as to leave adequate passage way and be duly marked by red warning lamps or orange flashing lamps during hours of darkness.

SIGNED:

On behalf of NELSON MANDELA UNIVERSITY \_\_\_\_\_  
Name and Designation

Date \_\_\_\_\_

On behalf of the Service Provider \_\_\_\_\_  
Name and Designation

Date \_\_\_\_\_

As Witness \_\_\_\_\_  
Name and Designation

## 5. **ACCEPTANCE FORM**

- 8.1 I/We, the undersigned hereby undertake not to withdraw or cancel this offer for or within (60) sixty days of the date submitted and agrees that the NELSON MANDELA UNIVERSITY may accept the offer at any time during the said period of 60 days.
- 8.2 That, if the NELSON MANDELA UNIVERSITY accepts my /our offer, either wholly or in part, shall comply with the conditions of the agreement until a formal contract is concluded and that, if the NELSON MANDELA UNIVERSITY should not wish to enter into a formal contract shall comply with the conditions of the agreement contained in my offer and the NELSON MANDELA UNIVERSITY's acceptance of it (in which case an order number will be awarded to the successful Service Provider).
- 8.3 That, I/we /have the financial ability to meet my/our obligation in respect of this quotation and that I/we are in a sound financial position.
- 8.4 The Service Provider must undertake to confirm that any person or percentage of this contract will be sub-contracted to or carried out by any employee of NELSON MANDELA UNIVERSITY.
- 8.5 Declaration of interest

It is recorded that the NELSON MANDELA UNIVERSITY is committed to sound Corporate Governance Practices and procedures in its SCM Policy therefore incorporate the overarching principles of sound Corporate Governance namely:

Responsibility  
Accountability  
Fairness  
Transparency

***In line with the aforesaid overarching principles of sound Corporate Governance the NELSON MANDELA UNIVERSITY considers the following as a conflict of interest.***

**Conflict of interest**

Any situation in which a member or connected person has an actual or potential interest that may impact negatively on the integrity or objectivity of the University, thereby causing prejudice to the University or undue or improper benefit to the individual, including situations where:

- a position of authority may be used to influence or to make decisions that lead to any form of financial or personal gain for that member or for his or her relations;
- financial or other personal considerations may compromise, or may have the appearance of compromising, a member's professional judgement in conducting or reporting research.

Interest: Includes but is not limited to:

- Commercial interest: Partnerships, firms, companies, close corporations, businesses or other organisation in which a pecuniary interest, fiduciary responsibility, personal participation or any other form of interest is substantial enough to be of significance, for example, holding the position of Executive Director or having more than 5% control (where 'control' means right to direct the affairs of a company as a shareholder, a member of the board of directors, by agreement or otherwise).
- Financial Interest: Anything of non-trivial monetary value, including, but not limited to, pay, commission, consultancy fees, equity interests, forgiveness of debt, property, royalties, intellectual property rights, gifts, discount, hospitality and services.
- Non-financial interest: This includes, but is not limited to, enhancement of a career, education or professional reputation, access to privileged information or facilities.
- Relationship interest: A partner, a close personal friend and any other person with whom the member has a relationship which is likely to appear to a reasonable person to influence his/her objectivity.

Any member or any connected person of such member may not conduct business, either directly or indirectly with NELSON MANDELA UNIVERSITY in the event of there being a conflict of interest, unless the approval of MANCO is obtained, and MANCO having considered the following facts:

- the goods, products or services offered are unique;
- the supplier is the sole provider; and
- it is in the best interest of NELSON MANDELA UNIVERSITY to conduct such business.

**Council members, members of sub committees of council and incumbents falling within peromnes level 1 – 4, may not conduct any business directly or indirectly with the NELSON MANDELA UNIVERSITY irrespective of whether a conflict of interest exists or not, due to the nature of the positions they occupy.**

Any person who has transgressed the paragraphs above will in future, without prejudice to any other remedy or recourse which the NELSON MANDELA UNIVERSITY may be excluded from rendering goods and services to the NELSON MANDELA UNIVERSITY.

**Please complete the document below to ensure compliance.**

Connected Person - A person is deemed to be a "Connected Person" using the consanguinity and affinity linear diagrams and being within four degrees of connectivity.

Member - Any person permanently employed or under contract to the University, registered students, council members, members of sub committees of council as well as any other persons engaged in activities on behalf of the University.

No, I am not connected.

Name: \_\_\_\_\_

Signature	
Position in your company:	
Date:	
Yes, I am connected.	
Name:	
	Signature
Position in your company:	
Date:	
Other particulars:	

Linear Consanguinity Diagram	Please indicate with tick ✓
<b>4<sup>th</sup> Degree</b>	
Great Great Grandparents	
Great Aunt/Uncle	
First Cousin	
Great Nephew/Niece	
<b>3<sup>rd</sup> Degree</b>	
Great Grandparents	
Aunt/Uncle	
Nephew/Niece	
Great Grandchild	
<b>2<sup>nd</sup> Degree</b>	
Grandparent	
Brother/Sister	
Grandchild	
<b>1<sup>st</sup> Degree</b>	
Parent	
Child	
<b>MEMBER (As defined above)</b>	

Linear Affinity Diagram	Please indicate with tick ✓
<b>MEMBER (As defined above)</b>	
<b>1<sup>st</sup> Degree</b>	
Spouse	
<b>2<sup>nd</sup> Degree</b>	
Parent-in-law	
Daughter/Son-in-law	
<b>3<sup>rd</sup> Degree</b>	
Grandparent-in-law	
Brother/Sister-in-law	
Grandchild-in-law	

<b>4<sup>th</sup> Degree</b>	
Great Grandparents-in-law	
Aunt/Uncle-in-law	
First Cousin-in-law	
Niece/Nephew-in-law	
Great Grandchild-in-law	

Please provide us with the person's name and surname as indicated above:

<b>Name of staff member/connected person</b>	<b>Relationship</b>

I the undersigned (name) \_\_\_\_\_certifies that the information furnished above is correct.

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Signed at .....on this .....day of .....20...

Signature..... Capacity of signatory.....

Registered name of Service Provider.....

Email address.....

Address.....

Telephone number.....

**CONTACT INFORMATION AT NELSON MANDELA UNIVERSITY**

<b>CONTACT FOR ENQUIRIES</b>	<b>E-MAIL</b>
Mrs Zintle Tutuse	Zintle.Tutuse@mandela.ac.za

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

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

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

4.4.1	If so, furnish particulars:
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SBD 8

**CERTIFICATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

INITIALS

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

**SBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

<b>INITIALS</b>
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