**Independent Communications Authority of South Africa (ICASA)**

**INVITATION TO BID**

| | |
|---|---|
| **BID NUMBER** | **ICASA 15-2026** |
| **CLOSING DATE** | **27 NOVEMBER 2026** |
| **CLOSING TIME** | **11h00 (no late, electronic and or facsimile will be accepted)** |
| **BRIEFING SESSION** | **Compulsory Briefing session**<br>**Date: 16 November 2026**<br>**Link:https://teams.microsoft.com/meet/3506256899640251?p=Q00Z6xM9Wb0R3g9PsW** |
| **BID VALIDITY PERIOD** | **120 Calendar days (commencing from 27 NOVEMBER 2026). Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalized within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' tender will be deemed to remain valid until a final contract has been concluded.** |
| **DESCRIPTION:** | **APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA (ICASA) FOR A PERIOD OF THREE (3) YEARS ON AN 80/20 PPPFA 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2022.** |

**BID DOCUMENTS MAY BE ADDRESED TO:**
**ICASA**
**The Bid Administration Office**
**ICASA**
**Block C, 350 Witch-Hazel street,**
**Eco-Park,**
**Centurion**

**OR**

**DEPOSITED IN THE BID BOX SITUATED AT:**
**Block C, Reception**
**350 Witch-Hazel street,**
**Eco-Park,**
**Centurion**

**Bidders should ensure that bids are delivered on time to the correct address. Late proposals shallnot be accepted for consideration**.

All bids must be submitted on the official forms – (not to be re-typed). This bid is inter alia subject to the general conditions of contract (GCC) and, if applicable, any other special conditions of contract

**PROSPECTIVE BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE WITH THE NATIONALTREASURY PRIOR TO SUBMITTING BIDS.**

**THE FOLLOWING MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)**

**BIDDING STRUCTURE**

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

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

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

| | |
|---|---|
| Physical Address | |

**HAS AN CERTIFIED VALID TAX CLEARANCE CERTIFICATE/S BEEN SUBMITTED OF CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS**

| | | | |
|---|---|---|---|
| Yes | | No | |

**PLEASE INDICATE THE TYPE OF YOUR COMPANY E.G. PRIVATE COMPANY OR CLOSED CORPORATION OR OTHER**

| | |
|---|---|
| Indicate the type of Company | |

**SIGNATURE OF BIDDER: …….**

**DATE: ……..…….…….**

**CAPACITY UNDER WHICH THIS BID IS SIGNED:**

**----------**

## TABLE OF CONTENTS:


| | |
|---|---|
| **1. *INTRODUCTION*** | |
| ***1.1 Purpose of bid*** | ***5*** |
| ***1.2 Enquiries*** | ***5*** |
| ***1.3 Confidential Information Disclosure Notice*** | ***5*** |
| ***2. DEFINITIONS AND ICASA MANDATE*** | ***5*** |
| ***3. ACRONYMS AND ABBREVIATIONS*** | ***7*** |
| ***4. GENERAL RULES AND INSTRUCTIONS*** | ***8*** |
| ***4.1 Confidentiality*** | ***8*** |
| ***4.2 News and Press Releases*** | ***9*** |
| ***4.3 Precedence of Documents*** | ***9*** |
| ***4.4 Preferential Procurement Reform*** | ***9*** |
| ***4.5 Language*** | ***10*** |
| ***4.6 Gender*** | ***10*** |
| ***4.7 Headings*** | ***10*** |
| ***4.8 Formal Contract*** | ***10*** |
| ***4.9 Procedure for the submission of a proposal*** | ***10*** |
| ***5. RESPONSE FORMAT*** | ***11*** |
| ***6. REASONS FOR DISQUALIFICATION*** | ***12*** |
| ***7. BID PREPARATION*** | ***12*** |
| ***8. GENERAL COMMERCIAL CONDITIONS OF CONTRACT/BID*** | ***13*** |

**1.1. Purpose of the bid**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA (ICASA) FOR A PERIOD OF THREE (3) YEARS ON AN 80/20 PPPFA 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

## 1.2. Enquiries

Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, your enquiries can be referred in writing to the contact person(s) listed below:
ICASA reserves the right to place responses to such queries on the website.

| | | |
|---|---|---|
| Bid Administration Office | Telephone | (012) 568 3629 |
| | E-mail | BidAdministration@icasa.org.za |

## 1.3. Confidential Information Disclosure Notice

(i) This document contains information that is the property of the Independent Communication Authority of South Africa.
(ii) No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for proposal building purposes without prior written permission from ICASA.
(iii) All copyright and Intellectual Property herein vests with ICASA.

## 2. DEFINITIONS AND ICASA's MANDATE

**2.1.** The Independent Communications Authority of South Africa [hereinafter referred to as "ICASA"] is the regulator of telecommunications and the broadcasting sectors. It was established in July 2000 in terms of the Independent Communications Authority of South Africa Act No.13 of 2000. It took over the functions of two previous regulators, the South African Telecommunications Regulatory Authority (SATRA) and the Independent Broadcasting Authority (IBA). The two bodies were merged into ICASA to facilitate effective and seamless regulation of telecommunications and broadcasting and to accommodate the convergence of technologies.

**2.2.** ICASA derives its mandate from two statutes. These are the ICASA Act 13 of 2000, and the Electronic Communications Act 36 of 2005

### Functions of ICASA:

The Authority regulates the telecommunications and broadcasting industries in the public interest. Its key functions are:

- to make regulations and policies that govern broadcasting and telecommunications
- issue licenses to providers of telecommunication services and broadcasters
- monitor the environment and enforce compliance with rules, regulations and policies
- hear and decide on disputes and complaints brought by industry or members of the public against licensees
- Plan, control and manage the frequency spectrum and

- Protect consumers from unfair business practices, poor quality services and harmful or inferior products.

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

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

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

.

**"*Client"*** - means all internal clients of ICASA procurement processes.

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

***"Content Partners"* -** means any successful bidder that enters into a partnership agreement with ICASA to provide the goods and services stipulated in the Bid document.

***"Consortium"*** - means several entities join force under a large project umbrella to gain a strategic collaborative advantage

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

**"Goods"** – means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to ICASA or ICASA' s delegate by the successful bidder in terms of the proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"*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.

**"*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. ACRONYMS AND ABBREVIATIONS

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

| Abbreviations/Acronyms | Description |
|---|---|
| CPI | Consumer Price Index. |
| FDS | Functional Design Specification |
| PPPFA | Preferential Procurement Policy Framework Act |
| RFB | Request for Bid |
| RFP | Request for Proposal |
| RSA | Republic of South Africa |
| ICASA | Independent Communications Authority of South Africa |
| SLA | Service Level Agreement |

## 4. GENERAL RULES AND INSTRUCTIONS

### 4.1. Confidentiality

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

4.1.2. For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

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

4.1.4. The receiving party shall take all such steps as may be reasonably necessary to prevent ICASA's confidential information coming into the possession of unauthorized third parties. In protecting the receiving party's confidential information, ICASA shall use the same degree of care, but no less thana reasonable degree of care, to prevent the unauthorized use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

4.1.5. Any documentation, software or records relating to confidential information of ICASA, which comes

into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:

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

## 4.2. News and Press Releases

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

## 4.3. Precedence of Documents

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

4.3.2. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that ICASA may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by ICASA.

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

## 4.4. Preferential Procurement Reform

The Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.

In accordance with this Act, bidders are required to submit proof in order to claim points for specific goals.

## 4.5. Language

Bids shall be submitted in English.

## 4.6. Gender

Where applicable any word implying any gender shall be interpreted to imply all other genders.

## 4.7. Headings

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

## 4.8. Formal contract

This RFB, all the appended documentation and the proposal in response thereto read together, forms the basis for a formal contract to be negotiated and finalized between ICASA and the successful service provider to whom ICASA will award the bid to, either in whole or in part.

## 4.9. Procedure for the submission of a proposal

4.9.1. One (1) original, three (3) hard copies and 1 (one) electronic copy (**on USB**) in ***PDF format*** of the Bid shall be submitted on the date of closure of the Bid. **NB: Pricing must be submitted in a separate sealed envelope**.

- The original copy **MUST BE SIGNED IN INK** by an authorized employee, agent or representative of the bidder and initialed on each and every page of the bid proposal.
- **It is the Bidder's responsibility to ensure that the information and contents on the electronic copies is the same as in the hard copies.**
- **To ensure that the electronic copy is not damaged, the bidder must submit the flash drive in a sealed padded envelope and be clearly marked.**

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

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

4.9.4. Bids must be deposited into ICASA's proposal box on or before **27 November 2026** not later than **11h00**. The tender box is situated at the reception area of ICASA Head Office in Centurion.

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

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

4.9.7. No proposal shall be accepted by ICASA if submitted in any manner other than as prescribed above.

## 5. RESPONSE FORMAT

Bidders shall submit response in accordance with the response format specified below; failure to do so may result in a disqualification of bidder's response.

## SCHEDULE 1: Mandatory Documents

Valid tax clearance certificate. If a Consortium valid tax clearance must be submitted for each entity, the legal agreement must attached. In the case of a Joint Venture tax clearance certificates must be submitted for each individual entity. Failure to submit these documents will result in disqualification.

## SCHEDULE 2: Executive Summary

The executive summary must cover the following:

- **Paragraph 1**The Bidder needs to indicate to us that he is responding as a Prime contractor, joint venture, consortium or partnership and list the parties concerned
- **Paragraph 2**The Bidder needs to inform us that as the executive committee of the company we have duly designated the following employee name and surname to act on our behalf for the consortium, joint venture, partnership or Prime contractor.
- **Paragraph 3**The Bidder markets themselves by informing us that they have done similar workfor other companies and must provide us with contact details as references.
- **Paragraph 4**The Bidder gives us a short summary or clarification of their response.

## SCHEDULE 3: Functional response

## SCHEDULE 4: Price

## SCHEDULE 5: PPPFA Points

## SCHEDULE 6: Standard Bid documents

**The following attached SBD documents must be completed**:

- SBD 1 – Invitation to Bid
- SBD 2 (Tax Clearance Certificate Requirements)
- SBD 3.1 - (Pricing schedule)
- SBD 4 - (Declaration of Interest)
- SBD 5- NIPP
- SDB 6.1 - (Preference Points claim form)
- SBD 7.1 – Contract form (rendering of services)
- Declaration in terms of Fronting

## SCHEDULE 7: Bidders profile

- Individual company/joint venture/consortium shareholders certificate(s)
- Credentials of the company/consortium members etc.
- Structure of the company/ consortium members etc.
- Legal agreement between Partners, sub-contractors, joint venture or consortium

## Bidder background information materials:

- Bidder Operating Organization – Provide an overview of the operating structure and geographical locations of the company at the national, regional, and local levels.
- Company Contact(s) –Provide the name, title, street address, city, state, telephone and fax numbers and e-mail of the primary company's contact person, and for any sub-Contractors.

## 6. REASONS FOR DISQUALIFICATION

ICASA reserves the right to disqualify any bidders who do not comply with one or more of the following bid requirements, and such disqualification may take place without prior notice to the offending bidder:

- Uncontactable referees submitted by the bidder
- Bidders who submitted incomplete information and documentation as per the requirements of this RFB.
- **Bidders who are not registered on the Central Supplier Database**
- Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist false credentials, experience, etc.
- Bidders who do not meet the cut-off mark on functional/technical requirements as stipulated in this RFB.
- Bidders who do not provide the required number of bid responses i.e. one (1) original hard copy, three (3) hard copies and one (1) electronic copy (on USB) in *PDF format*.
- Bidders that submit un-bound tender documents
- Bidders who have been blacklisted as per the National treasury database.
- Bidders who do not comply with the special conditions or any other condition set out in the bid document

**6.1.** There will be no discussions with any enterprise until evaluation of the proposal has been completed. Any subsequent discussions shall be at the discretion of ICASA. Unless specifically provided for in the proposal document, proposal submitted by means of telegram, telex, facsimile or similar means will not be considered.

**All questions in respect of this proposal must be addressed to Supply Chain Unit by e-mail address:** BidAdministration@icasa.org.za

## 7. BID PREPARATION

All additions to the proposal documents i.e. appendices, supporting documentations, technical specifications and other support documentation covering the equipment offered etc. shall be neatly bound as part of the schedule concerned.

## 8. GENERAL COMMERCIAL CONDITIONS OF CONTRACT/BID

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

**8.1.**

| | Accept | Do not accept |
|---|---|---|
| The laws of the Republic of South Africa shall govern this RFB and any agreement entered. Bidders accept hereby that the courts of the Republic of South Africa shall have jurisdiction. | | |
| **Comment** | | |

**8.2.**

| | Accept | Do not accept |
|---|---|---|
| ICASA shall not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response willbe made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such bidder's or any other proposal was accepted or rejected. | | |
| **Comment** | | |

**8.3.**

| | Accept | Do not accept |
|---|---|---|
| ICASA may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within two **(2) days** after the request has been made, otherwise the proposal may be disqualified. | | |
| **Comment** | | |

**8.4.**

| | Accept | Do not accept |
|---|---|---|
| In the case of consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value. | | |
| **Comment** | | |

**8.5.**

| | Accept | Do not accept |
|---|---|---|
| ICASA reserves the right to; cancel/reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all. | | |
| **Comment** | | |

**8.6.**

| | Accept | Do not accept |
|---|---|---|
| By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands. | | |
| **Comment** | | |

**8.7.**

| | Accept | Do not accept |
|---|---|---|
| The bidder should not qualify the proposal with own conditions. | | |

| | | |
|---|---|---|
| **Caution:** If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the bid response may be disqualified. | | |
| **Comment** | | |

**8.8.**

| Should the bidder withdraw the proposal before the proposal validity period expires, ICASA reserves the right to recover any additional expense incurred by ICASA having to accept any less favorable proposalor the additional expenditure incurred by ICASA in the preparation of a new RFB and by the subsequent acceptance of any less favorable proposal. | **Accept** | **Do not accept** |
|---|---|---|
| **Comment** | | |

**8.9.**

| Delivery of and acceptance of correspondence between ICASA and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents will be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd. | **Accept** | **Do not accept** |
|---|---|---|
| **Comment** | | |

**8.10.**

| Should the parties at any time before and or after the award of the proposal and prior to, and or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. ICASA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal.<br><br>Such cancellation shall mean that ICASA reserves the right to award the same proposal to next best bidders as it deems fit. | **Accept** | **Do not accept** |
|---|---|---|
| **Comment** | | |

**8.11.**

| In the case of a consortium or JV each of the authorized enterprise's members and/or partners of the different enterprises must co-sign this document. | **Accept** | **Do not accept** |
|---|---|---|
| **Comment** | | |

**8.12.**

| Any amendment or change of any nature made to this RFB shall only be | **Accept** | **Do not accept** |
|---|---|---|

| | | |
|---|---|---|
| of force and effect if it is in writing, signed by ICASA authorized signatory and added to this RFB as an addendum. | | |
| **Comment** | | |

**8.13.**

| | | |
|---|---|---|
| Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action. | **Accept** | **Do not accept** |
| | | |
| **Comment** | | |

**8.14.**

| | | |
|---|---|---|
| Bidders who make use of sub-contractors.<br>The proposal will however be awarded to the bidder as a primary contractor who will be responsible for the management of the awarded proposal. No separate contract will be entered into between ICASA and any such sub-contractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses. | **Accept** | **Do not accept** |
| | | |

**8.15.**

| | | |
|---|---|---|
| No interest shall be payable on accounts due to the successful bidder in an event of a dispute arising on any stipulation in the contract. | **Accept** | **Do not accept** |
| | | |
| **Comment** | | |

**8.16.**

| | | |
|---|---|---|
| ICASA will not be held liable for any expenses incurred by bidders, in preparing and submitting the proposal. | **Accept** | **Do not accept** |
| | | |
| **Comment** | | |

**8.17.**

| | | |
|---|---|---|
| If the successful bidder disregards contractual<br>Specifications, this action may result in the termination of the contract. | **Accept** | **Do not accept** |
| | | |
| **Comment** | | |

**8.18.**

| | | |
|---|---|---|
| The bidders' response to this bid or parts of the response may be included as a whole or by reference in the final contract. | **Accept** | **Do not accept** |
| | | |

**8.19**

| All bidders' who do not sign the declaration forms will not be considered for preference points. | **Accept** | **Do not accept** |
|---|---|---|
| | | |
| **Comment** | | |

**8.20.**

| In the evaluation of proposal, the Authority reserves the right to conduct independent reference checks. | **Accept** | **Do not accept** |
|---|---|---|
| | | |
| **Comment** | | |

**8.21.**

| ICASA **will not respond** to any enquiries **seventy-two (72) hours** before the closing date of the bid | **Accept** | **Do not accept** |
|---|---|---|
| | | |
| **Comment** | | |

**8.22**

| Should the bidder change any wording or phrase in this document, the bid will be evaluated as though no change has been effected and the original wording or phrasing will be used. | **Accept** | **Do not accept** |
|---|---|---|
| | | |
| **Comment** | | |

**8.23.**

| Should the evaluation of this bid not be completed within the validity period of the bid, ICASA has discretion to extend the validity period. | **Accept** | **Do not accept** |
|---|---|---|
| | | |
| **Comment** | | |

**8.24.**

| Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required timeframes and in writing on whether or not s/he agrees to hold his/her original bid responses valid under the same terms and conditions for a further period. | **Accept** | **Do not accept** |
|---|---|---|
| | | |
| **Comment** | | |

**8.25.**

| ICASA will not make any upfront/deposit payments to a successful service provider. Payments will only be made in accordance to the deliverables that will be agreed upon by the both parties. | **Accept** | **Do not accept** |
|---|---|---|
| | | |
| **Comment** | | |

**8.26.**

| All bidders must make disclosure of any potential conflict of interests. The Authority will make the final determination as to whether the potential conflict of interest precludes the award of the tender to the service provider. | **Comply** | **Do not comply** |
|---|---|---|
| | | |
| **Comment** | | |

**8.27.**

| Respondents may not alter the wording of any criterion/question posed in this document. During the evaluation, it shall be assumed that all criteria/questions are worded as they were in the original document and the answers shall be evaluated on this basis | **Accept** | **Do not accept** |
|---|---|---|
| | | |
| **Comment** | | |

**SPECIAL REQUIREMENTS**

**8.28.**

| International companies are encouraged to partner with local companies. International companies are requested to provide an agreement between themselves and the local entity. | **Comply** | **Do not comply** |
|---|---|---|
| | | |
| **Comment** | | |

**8.29.**

| ICASA reserves the right not to accept the lowest bid price from a service provider. Similarly the Authority reserves the right not to select any of the prospective service providers submitting proposals. The Authority will take into consideration specific goals. Proof of this to accompany the bid response ( CIPC Document, a doctors letter confirming disability, CSD Registration Report). | **Accept** | **Do not Accept** |
|---|---|---|
| | | |
| **Comment** | | |

## 9. EVALUATION OF THE BID

### 9.1. The following evaluation approach will be applied:

- **Phase 1** will be the screening of Administrative documents, ensuring compliance thereof

**Mandatory Documents**

| | |
|---|---|
| Individual Bidder | • Tax Clearance Certificate/Pin |
| Joint Venture | • Tax Clearance Certificates/Pin of individual entities<br>• Signed legal agreement |
| Consortium | • Tax Clearance Certificates/Pin of individual entities and<br>• Signed legal agreement |
| Subcontracting | • Main bidder – Tax Clearance Certificate/Pin<br>• Subcontractor – Tax Clearance Certificate/Pin |

Where reference letters, testimonials and experience are required the following will be applied: The primary bidder will be considered together with those of the members of the consortium or joint venture, subject to the applicable mandatory requirements being met.

- **Phase 2** Mandatory requirements.
- **Phase 3** Functional evaluation
- **Phase 4** will be Price and Specific Goals.

**The below mentioned threshold will be used when evaluating the bid responses:**

| No. | Functionality Criteria per Category | Weight |
|---|---|---|
| A | Price | 80 |
| B. | Specific Goals | 20 |
| | TOTAL | 100 |

## Evaluation of Functional criteria kindly refer to ANNEXURE A

Only service providers who meet the cut-off score of 80 points out of 100 points will be considered further for Price and Specific Goals Evaluation.

**The PPPFA preference points will contribute 20 points towards the evaluation criteria as per the below table:**

| No | Specific Groups Allocation | Points |
|---|---|---|
| **1.** | Woman Owned | 7 |
| **3.** | Black Owned (as per BBB-EE Act definition) | 6 |
| **4.** | Youth | 4 |
| **5.** | People living with Disability | 3 |
| **Total** | | **20** |

## 1. FUNCTIONAL PRE-QUALIFICATION CRITERIA

Yes, see attached Terms of Reference ANNEXURE A

**PURPOSE OF THE BID**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA (ICASA) FOR A PERIOD OF THREE (3) YEARS ON AN 80/20 PPPFA 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

**ATTACHED AS ANNEXURE A**

## 1. BACKGROUND AND SCOPE

**ANNEXURE A3 (To be submitted in a separate envelope)**

**Name of Company:**

## Financials and price structure

B1. Please indicate your **TOTAL BID** price here: R…… (in words)…….…… ……..…… **(Mandatory)**

B2. Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above will be taken into consideration.

B3. NB: All prices must be VAT inclusive and must be quoted in South African

Rand (ZAR).B4 Are the rates quoted firm for the full period of the contract?

| | |
|---|---|
| | |

B5 Mandatory: If not firm for the full period, provide details of the basis on which adjustments will be applied for. E.g. CPI, and also details of the cost breakdown:

B6 Important: all the consortium or joint venture partners must submit a complete set of the latest audited financial statements.

B7

| No price adjustments that are 100% linked to exchange rate variations will be allowed. | **Comply** | **Do not comply** |
|---|---|---|
| | | |

| **Comment** |
|---|

B8

| The bidder must indicate CLEARLY which portion of the purchase price as well as the monthly costs is linked to the exchange rate. | **Comply** | **Do not comply** |
|---|---|---|
| | | |
| **Comment** | | |

B9

| All additional costs must be clearly specified. | **Comply** | **Do not comply** |
|---|---|---|
| | | |
| **Comment** | | |

B10

| The applicable rate of exchange for this bid shall be the spot rate | **Accept** | **Do not Accept** |
|---|---|---|
| | | |
| **Comment** | | |

## CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING

NB!! PLEASE TAKE NOTE THAT ALL STANDARD BIDDING (SBD) FORMS MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY INVALIDATE YOUR BID

**NB: Has the following forms been completed, signed and submitted with your proposal?**

| Documentation | Checked by bidder | Checked by SCM Officials |
|---|---|---|
| Registration on CSD | | |
| Invitation to Bid SBD 1 | | |
| Pricing schedule (Price's for Professional services) SBD 3.1 | | |
| Declaration of interest – SBD 4 | | |
| Preference point claim – SBD 6.1 | | |
| Contract form (rendering of services) – SBD 7.1 | | |
| ID documents of Directors | | |
| Company registration documents | | |
| Company profile | | |
| Declaration in terms of fronting Practices | | |

# PART A
# INVITATION TO BID

| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*Independent Communications Authority of South Africa*)** | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | ICASA 15-2026 | CLOSING DATE: | 27 NOVEMBER 2026 | CLOSING TIME: | 11:00 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA (ICASA) FOR A PERIOD OF THREE (3) YEARS ON AN 80/20 PPPFA 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2022 | | | | |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** | | | | | |
| **Block C Reception** | | | | | |
| **350 Witch-Hazel Avenue** | | | | | |
| **Eco Point Office** | | | | | |
| **Eco Point Office Park** | | | | | |
| **Centurion** | | | | | |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | |
|---|---|---|---|
| CONTACT PERSON | **Bid Administration office** | CONTACT PERSON | **Bid Administration office** |
| TELEPHONE NUMBER | | TELEPHONE NUMBER | |
| FACSIMILE NUMBER | | FACSIMILE NUMBER | |
| E-MAIL ADDRESS | BidAdministration@icasa.org.za | E-MAIL ADDRESS | BidAdministration@icasa.org.za |

| **SUPPLIER INFORMATION** | | | | | |
|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | **OR** | CENTRAL SUPPLIER DATABASE No: | MAAA |

| | | | |
|---|---|---|---|
| ***[ CIPC DOCUMENT, A DOCTORS LETTER CONFIRMING DISABILITY, CSD REGISTRATION REPORT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS ]*** | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No<br>[IF YES, ANSWER PART B:3 ] |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO<br>DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO<br>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO<br>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO<br>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO<br>**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.** | | | |

# PART B
# TERMS AND CONDITIONS FOR BIDDING

| | |
|---|---|
| **1.** | **BID SUBMISSION:** |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.** |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. | **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).** |
| **2.** | **TAX COMPLIANCE REQUIREMENTS** |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 | NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID**.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……...

**TAX CLEARANCE CERTIFICATE REQUIREMENTS** **SBD 2**

It is a condition of the bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for 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 date of approval / Tax Clearance Certificate Pin.

3. The Tax Clearance Certificate Pin / CSD registration number / Tax Clearance Certificate must be submitted together with the bid. Failure to submit any of the aforementioned will result in the invalidation of the bid.

4. In bids where Consortia / unincorporated Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate / Tax Clearance Certificate Pin / CSD registration number.

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

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

**SBD 3.1** **PRICING SCHEDULE**

NAME OF BIDDER: ..... BID NO.: **ICASA 15-2026**
CLOSING TIME ON: **27 NOVEMBER 2026**

OFFER TO BE VALID FOR **120** CALENDAR DAYS FROM THE CLOSING DATE OF BID.

| ITEM No. | DESCRIPTION | BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX |
|---|---|---|

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.
   R……..……...
3. Are the rates quoted firm for the full period of contract? \

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

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

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

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

---------- R----------
days

---------- R---------- ----------
-days

---------- R---------- ----------
-days

---------- R---------- ---------
-days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY AMOUNT |
|---|---|---|
| ---------- | ---------- | ……..…… |
| R…… | | |
| | | ……..…… |
| ---------- | ---------- | |
| R…… | | ……..…… |
| ---------- | ---------- | |
| | | ……..…… |
| R…… | | |

TOTAL: R…….

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY AMOUNT |
|---|---|---|
| ---------- | ---------- | ……..…… |
| R…… | | |
| ---------- | ---------- | ……..…… |
| R…… | | |
| ---------- | ---------- | ……..…… |
| R…… | | |

TOTAL: R…….

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

……

6. Estimated man-days for completion of project\

……

7. Are the rates quoted firm for the full period of contract? \

……

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

……..……

# BIDDER'S DISCLOSURE – SBD 4

## 1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

## 2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

| **Full Name** | **Identity Number** | **Name of organ of state** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**1. the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.**

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

……
……
……

2.4 Does the bidder or any of its directors/trustees/shareholders members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise, whether or not they are bidding for this contract? **YES/NO**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

| **Supplier registration number (MAAA)** | **Status (active/inactive/deleted)** |
|---|---|
| | |
| | |
| | |
| | |
| | |

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

## 3 GENERAL DECLARATION

I, ……....., the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

**1. the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.**

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

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……..

Designation Name of bidder

**1. the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.**

This document must be signed and submitted together with your bid

# THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

## INTRODUCTON

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In termsof the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

## 1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currencyequivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the samecontract, where the value of the imported content of each allocation is equal to orexceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which tos discharge the obligation.

## 2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million(ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## 3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

## 4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;
c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number ……..

Closing date:……

Name of bidder……

Postal address
……

……

Signature……..

Name (in print)……..

Date……..

Js475wc

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Specific Goals

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

---

## 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 R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 The maximum points for this bid are allocated as follows:

| | POINTS |
|---|---|
| **PRICE** | 80 |
| **Specific Goals** | 20 |
| **Total points for Price and Specific Goals** | **100** |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

**(a)** **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

*(c)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20 or 90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20 or 90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|
| **Woman Owned** | **7 Points**<br>**51–100% - 7**<br>**0-50% - 0** | |
| **Black Owned** | **6 Points**<br>**51–100% - 6**<br>**0-50% - 0** | |
| **Youth** | **4 Points**<br>**Yes – 4**<br>**No - 0** | |
| **People living with Disability** | **3 Points**<br>**Yes – 3**<br>**No - 0** | |
| **Total** | | |

**Returnable Documents**

| Documents | Please tick of submitted |
|---|---|
| | |
| CIPC Document | |
| Original Sworn Affidavit or a doctors Letter confirming disability | |
| CSD Report | |

Failure on the part of the supplier to submit supporting documents/proof of specific goals for purposes of evaluation and scoring by bid closing will not result in disqualification (if tenderer is otherwise deemed to be responsive/acceptable in all other aspects). The tenderer will, however, be scored zero for Specific goals for purposes of PPPFA scoring and ranking.

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- □ Partnership/Joint Venture / Consortium
- □ One-person business/sole propriety
- □ Close corporation
- □ Public Company
- □ Personal Liability Company
- □ (Pty) Limited
- □ Non-Profit Company
- □ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: .....

**DATE:** .....

**ADDRESS**: .....

.....

.....

.....

**THIS FORM MUST BE FILLED IN DUPLICATE 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 (name of the institution) … ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number… .....at the price/s quoted. My offer/s 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;
   - Proof of ownership to earn points for Specific Goals in terms of the Preferential Procurement Regulations 2022;
   - 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 fulfilment 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

……

FIRM……

DATE……

WITNESSES

1 ……..……

2 ……..……

**SBD 7.2**

## 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.

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|---|---|---|---|
| | | | |

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

SIGNED AT ……ON…….

NAME (PRINT)…….

SIGNATURE…….

OFFICIAL STAMP

WITNESSES

1 ….……

2 …..……

DATE: ……

## DECLARATION IN TERMS OF FRONTING PRACTICES

I, the undersigned, in submitting the accompanying tender/bid:

---

(Tender Number and Description)

In response to the invitation for bid made by:

---

(Name of Company)

Do hereby declare that:

1. I have read and understand the general conditions of tender in respect of fronting practices;

2. I understand that the accompanying bid will be disqualified if the required documents are not duly submitted in terms of the bid conditions;

3. I hereby certify that the information furnished in the tender and supporting documents is correct.

4. I accept that the ICASA may report fronting practices to the DTI if detected from my bid response.

5. I accept that the ICASA may disregard my tender from the evaluation process if the additional documentation relating to fronting is not submitted in accordance with the ICASA timeframes.

| | |
|---|---|
| …… | …… |
| Signature | Date |
| …….. | …… |
| Name of bidder | Position |