

## REQUEST FOR QUOTATION (“RFQ”)

# CONSULTANCY ASSIGNMENT FOR FACILITATING DEVELOPMENT OF STRATEGIC PLAN AND ANNUAL PERFORMANCE PLAN



<b>Bid Number</b>	EWSETA/RFQ/36/2020
<b>Bid Scope</b>	FACILITATION OF DEVELOPMENT OF STRATEGIC PLAN AND ANNUAL PERFORMANCE PLAN FOR THE EWSETA
<b>Issue Date</b>	MONDAY 27 JULY 2020
<b>Closing Date for submission of bids</b>	MONDAY 03 AUGUST 2020 @11:00HRS
<b>Inquiries</b> (all inquiries should be in writing)	<a href="mailto:scmadmin@ewseta.org.za">scmadmin@ewseta.org.za</a>

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## 1. BACKGROUND INFORMATION

The Energy and Water Sector Education and Training Authority (EWSETA) is a statutory body established through the Skills Development Act, 1998 (Act no 97 of 1988, as amended) to facilitate skills development within the energy and water sector. The EWSETA plays a crucial function in ensuring that the National Skills Development Plan (NSDP) is executed within the sector.

The EWSETA is in the process of reviewing its 5-year Strategic Plan and Annual Performance Plan. This calls to have a strategic planning session workshop scheduled to take place from the 20th to 21st of August 2020 in Gauteng. The purpose of the workshop is to look at the existing programmes and to develop the outcomes and strategies which will serve as a guide to implement the programmes over the next 3 years. The workshop will be attended by the EWSETA Accounting Authority members.

## 2. OBJECTIVE

- 2.1 To appoint a suitably qualified and experienced service provider to facilitate EWSETA's management strategic planning session on 11-12 August 2020 and the Board's session to be held on 20-21 August 2020.
- 2.2 To assess and analyse the EWSETA mandate, interrogate the 5-year Strategic Plan and identify additional strategic opportunities that will assist the Authority to deliver on its mandate.
- 2.3 To review and update the Situational Analysis in preparation for the review of the EWSETA Strategic and Annual Performance.

## 3. SCOPE OF WORK

The scope of work includes the following:

- 3.1 Facilitation of two-day management strategic planning session.
- 3.2 Facilitation of EWSETA's two-day Board strategic planning session to be held on 20-21 August 2020 for about 25 people.
- 3.3 To update the Situational Analysis.

## 4. METHODOLOGY

The contracted service provider is expected to produce the following deliverables:

Deliverable	Deadline
Management Strategic Planning Session	11-12 August 2020
Board Strategic Planning Session	20-21 August 2020
Updated Situational Analysis Report	28 August 2020

## 5. REQUIRED SKILLS AND COMPETENCIES

- 5.1 Knowledge of using the Theory of Change and Logframe approaches.
- 5.2 Proven track record/experience in similar work (CVs of lead consultants providing relevant skills, competence and experience to be attached).
- 5.3 Knowledge of the Revised Framework for Strategic Plans and Annual Performance Plans.
- 5.4 Strong understanding of the energy and water sector
- 5.5 Public sector knowledge

## 6. EVALUATION CRITERIA

### 6.1 Stage 1: Pre-Qualification Criteria

#### 6.1.1 Submission of Compulsory Documents:

**Prospective bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.**

- 6.1.1.1 Prospective bidders are required to provide proof of registration with the Central Supplier Database by submitting the CSD report not older than one year. In case of a Joint Venture, each party must provide proof of registration with CSD.
- 6.1.1.2 Completed and signed Standard Bidding Documents attached to the bid.
- 6.1.1.3 In case of a Joint Venture, a written agreement between the parties which must clearly set out the roles and responsibilities of each member and include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.

#### 6.1.2 Non-compulsory documents

**Prospective bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria may be disqualified.**

- 6.1.2.1 Submit a valid Tax Clearance Certificate/ Tax Pin.
- 6.1.2.2 Certified copy of B-BBEE Certificate. A Joint Venture will qualify for the B-BBEE status level as a legal entity, provided that the legal entity submits their B-BBEE status level certificate. Failure on the part of the bidder to comply with the above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0) points.

## 6.2 Stage 2: Technical/Functionality

An assessment of Functionality will be based on the evaluation criteria noted in the table below. Each of the evaluation criteria in the table will carry a weighting as indicated, and the bidder will be required to score a minimum of **75 points** (out of the 100 points), i.e. 75%, for Functionality in order to qualify to proceed to Stage 3 of the evaluation process.

### CRITERIA

Criteria	Scoring	Weighted score
<p><b>Reference letters</b></p> <p>The reference letter(s) must not be older than 5 years in the letterhead of the previously serviced client and should reflect at least name of the client, description of the relevant service rendered, year completed, contactable reference name and contact details and, whether the quality of work was satisfactory or not. It should be signed by a duly authorised person or their representative.</p>	<p>3 letters attached = 30 points</p> <p>2 letters attached = 20 points</p> <p>1 letter attached = 10 points</p> <p>No reference letters attached = 0</p>	30
<p><b>Experience in Theory of Change and Logframe Approach</b></p> <p>Evidence in form of reference letter or signed off work indicating that they have work experience in the Theory of Change and Logframe Approach (client where work is done or presentation to client)</p>	<p>Two or more reference letters / signed off work submitted = 10 points</p> <p>One reference letter/ article submitted = 5 points</p> <p>No evidence submitted = 0 points</p>	10
<p><b>Experience in the energy and water industry</b></p> <p>Evidence in form of reference letter or signed off work indicating that they have work experience in the energy and water industry (client where work is done or presentation to client).</p>	<p>Three or more reference letters / signed off work submitted = 15 points</p> <p>Two reference letter/ signed off work submitted = 10 points</p> <p>One reference letter/ signed off work submitted = 10 points</p> <p>No evidence submitted = 0 points</p>	15
<p><b>Capability and competence of the Facilitator</b></p> <p><b>Qualifications:</b></p> <p>NB. Bidders must attach relevant certified copies of highest qualifications. Certification of qualifications may not be older than 3 months prior to submission. Uncertified qualification certificates will not be accepted as authentic.</p> <p><b>Experience of the Facilitator</b></p> <p>Must have at least 5 years relevant experience in strategy formulation</p>	<p>Qualifications of the Facilitator</p> <p>Postgraduate degree = 10 points</p> <p>Undergraduate degree = 5 points</p> <p>Any other qualification not relevant = 0 points</p>	15
	<p><b>Experience of the Facilitator</b></p> <p>5 years or more in strategy and formulation = 10 points</p> <p>No experience in strategy formulation = 0 points</p>	10
<b>TOTAL</b>		<b>80</b>

### 6.3. Stage 3: Pricing and preference points stage

#### 6.3.1 Preference Points

For purpose of evaluating preference points, the following preference point systems will be applicable to all bids whereby preference points shall be awarded for Price; and B-BBEE Status Level of Contribution.

- The points scored in respect of B-BBEE contribution will be added to the points scored for price.
- The following formula will be used to calculate the points for Price:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of proposal or quotation

$P_t$  = Comparative price of proposal or offer

$P_{\min}$  = Comparative price of lowest acceptable proposal or offer

The following table must be used to calculate the score out of 20 for BBEE

B-BBEE Status Level of contributor	Number of points 80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims;

A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but may only score points out of 80 for price; and scores 0 points out of 20 for B-BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid;

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

### 6.3.2 Financial Proposal

Financial proposals will be compared on the basis of their total amount inclusive of VAT and all other related costs. **Bidders are required to submit financial proposals as per the table below on a company letterhead.**

Nature of work	Cost
CONSULTANCY ASSIGNMENT FOR FACILITATING DEVELOPMENT OF STRATEGIC PLAN AND ANNUAL PERFORMANCE PLAN	R
VAT	R
Total cost inclusive of VAT	R

Pricing schedule is compulsory and failure to complete same in prescribed manner as per the table above and without alterations may result in disqualification of the bid during the financial evaluation process.

Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered. Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement.

## 7. NOTES TO BIDDERS

Outlined below are requirements that each bid must comply with throughout the project's lifespan.

- 7.1 A prospective bidders must ensure that that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is therefore a condition of this bid that the tax matters of the bidder be in order at the time of award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.
- 7.2 The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- 7.3 Bids received late shall not be considered under any circumstances. A bid will be considered late if it arrives after **11:00 o'clock** on/after the closing date.
- 7.4 EWSETA does not bind itself into making an appointment from proposals and offers received.
- 7.5 EWSETA reserves the right, at its sole discretion, to cancel this request for proposals, presentations, and price, or not to make any appointment at all.
- 7.6 EWSETA will not make upfront payments.
- 7.7 Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be conclude.
- 7.8 The successful bidder will be informed of the outcome. A contract will only be deemed to be concluded when reduced to writing and signed by the designated responsible person of both parties (duly authorised). The designated responsible person of the EWSETA is the Chief Executive Officer or her/his written authorised delegate.

- 7.9 Please note that any plagiarism of any sort contained within any bid or any other documents submitted to the EWSETA by any bidder will result in the disqualification of the respective bidder and may have legal ramifications.
- 7.10 EWSETA may request clarification or further information regarding any aspect of the bidder. The bidder must provide the requested information within forty-eight (48) hours after the request has been made; otherwise the bidder may be disqualified.
- 7.11 Nothing, as stipulated in these Terms of Reference may be amended without the written confirmation of the Chief Executive Officer of EWSETA or his/her authorised delegate.
- 7.12 **Any possible staff changes during the course of the engagement must be done in consultation and approval of the EWSETA.**

## **8. SUB-CONTRACTING**

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

## **9. SUBMISSION OF BIDS**

Bids must be submitted via email to the following address: **scmadmin@eseta.org.za**  
EWSETA may request clarification or further information regarding any aspect of the bidder. The bidder must provide the requested information within forty-eight (48) hours after the request has been made; otherwise the bidder may be disqualified.

The following information must be endorsed on the body of the email

- Bid No
- Name of the bidder

## **10. CLOSING DATE OF PROPOSAL**

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **MONDAY 03 AUGUST 2020 not later than 11H00**. Please note that no late proposals will be considered.

## **11. TENDER VALIDITY**

This RFQ shall be valid for 30 days calculated from bid closing date.

## **12. NEGOTIATION**

EWSETA has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.

EWSETA shall not be obliged to accept the lowest of any quotation, offer or proposal.

The successful bidder will be informed. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties. The designated responsible person of EWSETA is the Chief Executive Officer or his/her written authorised delegate.



### **13. PAYMENTS**

EWSETA will pay the Contractor the Fee as set out in the final contract. No additional amounts will be payable by EWSETA to the Contractor.

The Contractor shall, from time to time during the currency of the contract, invoice EWSETA for the services rendered. No payment will be made to the contractor unless an invoice complying with section 20 of the VAT Act No 89 of 1991 has been submitted to EWSETA.

Payment shall be made into the bidder's bank account normally 30 days after receipt of an acceptable valid invoice and all supporting documents.

The contractor shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable law.

### **14. FRAUD HOT-LINE**

EWSETA subscribes to fair and just administrative processes. EWSETA, therefore, urges its clients, suppliers and the general public to report any fraud or corruption to:

EWSETA TIP-OFFS ANONYMOUS

Free Call: 0800 611 205

Email: [ewseta@tip-offs.com](mailto:ewseta@tip-offs.com)

Or visit their website [www.tip-offs.com](http://www.tip-offs.com)

## **15. ANNEXURE 2: EWSETA GENERAL CONDITIONS OF PURCHASE**

### **General**

EWSETA and the Supplier enter into an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

### **Conditions**

These conditions form the basis of the contract between EWSETA and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by EWSETA. No servant or agent of EWSETA has the authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by EWSETA in the order/contract.

### **Price and payment**

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract. The Supplier may be paid in one currency other than South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. EWSETA pays for the item within 30 days of receipt of the Supplier's correct tax invoice.

### **Delivery and documents**

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract. Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract. No payment is made if the Supplier does not provide the item as stated in order/contract.

### **Where items are to be delivered to the Supplier:**

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to EWSETA at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to EWSETA a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order number and code number (if any).

### **Containers/packing material**

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

### **Title and risk**

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to EWSETA when accepted by EWSETA.

### **Rejection**



If the Supplier fails to comply with his obligations under the order/contract, EWSETA may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, EWSETA may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to EWSETA.

In the case of service, the Supplier corrects non-conformances as indicated by EWSETA.

### **Warranty**

Without prejudice to any other rights of EWSETA under these conditions, the Supplier warrants that the items are in accordance with EWSETA's requirements, and fit for the purpose for which they are intended, and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by EWSETA.

### **Indemnity**

The Supplier indemnifies EWSETA against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.

The Supplier indemnifies EWSETA against claims, proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement that arose out of the use by the Supplier of things provided by EWSETA.

#### **Assignment and sub-contracting**

The Supplier may not assign or subcontract any part of this order/contract without the written consent of EWSETA.

### **Termination**

EWSETA may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to EWSETA):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of EWSETA, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

### **Governing law**

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.

## 16. ANNEXURE 3: SBD4

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state\*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

2.3 Position occupied in the Company (director, shareholder, etc):

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

\* "State" means –

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

- (b) any municipality or municipal entity;
- (c) Provincial legislature;
- (d) National Assembly or the National Council of provinces; or
- (e) Parliament.

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

2.7.1 If so, furnish the following particulars:

Name of person/director / shareholder/ member ..... Name of a state institution to which the person is connected ..... The position occupied in the state institution:

.....

Any other particulars:

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

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

**DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF EWSETA'S GENERAL CONDITIONS OF TENDER AS STIPULATED IN THE RFP SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 SIGNATURE                                  DATE

.....  
 POSITION NAME OF BIDDER

## 17. ANNEXURE 4: SBD 8

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

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.

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>(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).</p> <p><b><i>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.</i></b></p>	Yes	No
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b><i>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.</i></b>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars: <input type="checkbox"/> <input type="checkbox"/>		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

**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**

## 18. ANNEXURE 5: SBD 9

### 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 a 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. the 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.
- <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.
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.

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Signature

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Date

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Position

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Name of Bidder