

REQUEST FOR PROPOSAL (“RFP”)

**APPOINTMENT OF A PUBLIC RELATIONS AGENCY FOR A PERIOD OF THREE (03)
YEARS**



Bid Number	EWSETA/RFP/01/2022-23
Bid Scope	APPOINTMENT OF A PUBLIC RELATIONS AGENCY FOR A PERIOD OF THREE (03) YEARS
Issue Date	FRIDAY 29 JULY 2022
Non-compulsory Briefing Session	N/A
Closing Date for submission of bids	TUESDAY 30 AUGUST 2022 at 11:00hours
Inquiries (all inquiries should be in writing)	scmadmin@ewseta.org.za

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1. BACKGROUND INFORMATION

The Energy and Water Sector Education and Training Authority (EWSETA) is one of 21 SETAs established in terms of Section 9 of the Skills Development Act, 97 of 1998, as amended and reports to the Minister of the Department of Higher Education, Science and Technology.

Our mandate is to anticipate, build and manage the skills development and training needs of the energy and water services sectors through strategic skills planning within the context of the National Skills Development Plan 2030 implemented on 1 April 2020.

Both sectors represented by the EWSETA face challenges. South Africa's growing population and rapid urbanization has seen electricity supply come under pressure. Furthermore, delays in infrastructure projects, as well as inadequate investment in maintenance and refurbishment has placed additional pressure on the national power grid.

South Africa is a water scarce country with an average annual rainfall of approximately 464 mm (compared to a global average of 860 mm). This, combined with climate change and delays in infrastructure maintenance and development, places the country's water resources under immense pressure. Furthermore, both sectors face skills supply challenges that are critical to the future growth and development of the sectors. The relevance of the EWSETA, and the role we play, cannot be over emphasized.

1.1 Our Vision

Creating a sustainable tomorrow, today through skills.

1.2 Our Mission

We will achieve our vision by:

- Research to determine the skills demand.
- Facilitating and coordinating skills development programmes to respond to sectoral challenges.
- Driving excellence through quality assurance.
- Fostering an ecosystem in energy and water that creates inclusive economic development.

1.3 To deliver on our mandate, we are required to:

- Register and establish learning programmes.
- Approve Workplace Skills Plans (WSPs) and Annual Training Reports (ATRs).
- Disburse mandatory grants to levy-paying employers and discretionary grants to employers, skills development providers, public education and training institutions, learners, NGO's, CBO's, Cooperatives and worker-initiated programmes.
- Promote learnerships, internships, apprenticeships and other training programmes.

During the 2020/21 financial period, the EWSETA embarked on an Operating Model and Organisational Design Development process that sought to critically review the EWSETA's operating and organisational system holistically, ensuring alignment with our strategic direction and mandate.

The elements in our new Operating Model will ensure the highest sector impact by reconfiguring our core processes of skills planning and skills delivery and thought leadership capabilities in a manner that improves both the organisation's service delivery proposition and all other associated support capabilities including enabling technology, structure and management events. This will in turn enable the organisation to improve targeted relationships with its sectors, as well as to establish the EWSETA as 'the' skills development authority in the energy and water sectors.

Refer our website 'www.ewseta.org.za' for more information on the EWSETA's Strategic Plan and Sector Skills Plan.

2. OBJECTIVE

A critical success element to achieve our strategic plan, to drive skills in our sector and to establish ourselves as the leading Sector Authority on skills is increased, strategic communication and information sharing with the numerous local and international stakeholders within our sectors. To this end, the EWSETA seeks to appoint a suitably qualified and knowledgeable Public Relations /Strategic Communication partner to assist in the delivery of strategic, relevant and timely communication to our sectors.

The appointed agency will be required to deliver on the following:

- Development of a detailed 36-month Public Relations strategy (must include print, digital, radio and television) and implementation plan that is aligned to the EWSETA strategy and operating model. This will be a 'fluid' document and subject to updates and changes in line with organisational changes, as well as changes in the sectors we serve.
- Development of a detailed media contact list (across all media platforms i.e. print, broadcast and online/digital) aligned to our strategic focus areas that will be updated quarterly and each iteration of the document will be supplied to the EWSETA.
- Research, develop and position strategic content (thought-leadership pieces, editorials, case studies, infographics, scripts, Executive and Management profiles, speeches, media releases e.t.c.)
- Proactive identification of strategic and suitable industry events where the EWSETA can participate as a speaker or panel member to profile the EWSETA and its Executive team. Furthermore, the appointed agency will be required to initiate discussions with the organisers and negotiate speaker opportunities at such events. Essentially, the appointed provider must seek to ensure that EWSETA makes its presence felt at relevant industry forums and information sharing sessions.
- Preparation of strategic and relevant content to present at industry events (presentations, case studies, research papers etc).
- Daily review and analysis of the energy and water environments both locally and especially globally, including specific strategic focus areas for the EWSETA, and then

flagging local and international developments for a response by the EWSETA. This will be achieved through facilitation of media tracking of our sectors.

- Delivery on scope of work as detailed below.
- Capacity to respond to urgent requests when required.

3. SCOPE OF WORK

In addition to the PR strategy and implementation plan, and the media contact list, the appointed PR agency will be required to deliver on the following:

- Two PR activities monthly that will require extensive research, writing and distribution of information to relevant media. These must be identified in light of our strategic focus areas per sector (e.g.; Climate Change, Green Hydrogen Economy, Just Energy Transition, Food-Water-Energy Nexus, Desalination, Sanitation, New World of Work, Future Skills etc)
- Development of an annual events calendar of strategic and relevant sector events at which EWSETA should be positioned and monthly feedback on participation proposals
- Bi-monthly thought leadership/opinion/long piece articles and distribution of the material to suitable media
- Ad hoc project media release preparation and media briefings as required
- Identification and positioning of EWSETA leadership team to participate on judging panels, nominees for awards, top achiever categories etc
- Develop and maintain all leadership team profiles
- Production of artwork in line with the EWSETA CI for social media/digital communication purposes for each media activity undertaken
- Monthly media tracking of all broadcasts, print and digital media for the EWSETA, the sectors it serves and EWSETA strategic focus areas.
- Media training for 10 people
- Development of a crisis communication plan
- Attendance by the appointed PR agency at one EWSETA own or industry event per month to take photographs and to generate media awareness (the cost of any accommodation and flights to attend these events will be billed over and above monthly retainer costs)
- As and when required, management of professional photography services to support strategic communication activities.

4. EVALUATION CRITERIA

4.1 Stage 1: Pre-Qualification Criteria

4.1.1 Submission of Compulsory Documents:

Prospective bidders **must** comply with the requirements and submit all required documents 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**.

- 4.1.1.1 Prospective bidders are required to provide proof of registration with the Central Supplier Database by submitting the CSD report. In case of a Joint Venture, each party must provide proof of registration with CSD.
- 4.1.1.2 Completed and signed Standard Bidding Documents attached to the bid.
- 4.1.1.3 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.

4.1.2 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.

- 4.1.2.1 Submit a valid Tax Clearance Certificate/ Tax Pin. A prospective bidder must ensure 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.
- 4.1.2.2 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.

4.2 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 the next stage of the evaluation process, demonstration/interview session.

STAGE 2.1 CRITERIA

The service provider is to meet the below criteria which is applicable to the bid to be submitted to the EWSETA.

Functionality Requirement	Scoring	Scoring
Company profile that details expertise in Public Relations and strategic communication	Provide a company profile includes the following: <ul style="list-style-type: none"> • Years of experience/expertise in PR/ Strategic Communication (7 points) <ul style="list-style-type: none"> ○ 7+years' experience = 7points ○ 4-6years experience = 5points ○ 2-3years experience = 3points ○ Less than 2years experience = 0points • Company organogram (2 points) • Geographical location (3 points) Presence in: <ul style="list-style-type: none"> ○ Gauteng (3 points) ○ Any other province = 2points 	12 Points
Demonstrated experience in the South African <u>Energy</u> and Sector. <i>Bidder must supply specific details and information that supports agency experience in PR/Communications in the South African energy sector.</i>	<ul style="list-style-type: none"> • Media coverage secured on different events/subjects in energy sector = 3points • Sample of copy writing (i.e., press release) produced by the agency for energy sector events/subjects (3points) 	6 Points
Demonstrated experience in the South African <u>Water</u> Sector. <i>Bidder must supply specific details and information that supports agency experience in PR/Communications in the South African water sector.</i>	<ul style="list-style-type: none"> • Media coverage secured on different events/subjects in water sector = (3points) • Sample of copy writing (i.e., press release) produced by the agency for water sector events/subjects (3points) 	6 Points
Demonstrated experience in the South African SETA/ Skills Development environment. <i>Bidder must supply specific details and information that supports agency experience in PR/Communications in the South African/SETA skills development environment</i>	<ul style="list-style-type: none"> • Examples of media coverage secured, or articles produced in SETA/ skills development environment (5 points per sample – max 10points) 	10 Points
CV for the Account Manager that will be responsible for the EWSETA account.	7+ years' experience as an Account Manager in public relations & communication services = 12 points	12 Points

	<p>5 – 6 years’ experience as an Account Manager in public relations & communication services = 7 points</p> <p>Less than 5 years of experience as an Account Manager in public relations & communication services = 0 points</p>	
<p>CVs for two writers who will be responsible for the development of content.</p> <p>Supply of two (2) CVs clearly demonstrating experience with producing content specifically for the water or energy or skills development environments. Where a writer has experience in two or more of these areas, this needs to be clearly communicated in the CV.</p>	<p>Senior writer</p> <p>7+ years’ experience as a copywriter = 12 points</p> <p>5 – 6 years’ experience as a copywriter = 2 points</p> <p>Less than 5 years of experience as a copywriter = 0 points</p>	12 points
	<p>Middle-weight writer</p> <p>5+ years’ experience as a copywriter = 12 points</p> <p>3 – 4 years’ experience as a copywriter = 5 points</p> <p>Less than 3 years of experience as a copywriter = 0 points</p>	12 points
<p>Letters of Reference from three current/past clients in a similar sector as EWSETA, where PR services have been provided.</p> <p>Reference letters from companies as evidence of related work previously and successfully conducted</p> <p><i>(NB: The Reference Letter(s) must not be older than 5years in the letterhead of the previously serviced client and should reflect at least name of the client, description of the project, year conducted, year completed, contactable reference name and contact details)</i></p>	<p>3 valid letters attached = 30 points</p> <p>2 valid letters attached = 20 points</p> <p>1 valid letter attached = 10 points</p> <p>No valid reference letters attached = 0 points.</p>	30 points
TOTAL		100

The top five suppliers who score the highest points at this technical/functionality evaluation stage¹ will be invited to participate in the second assessment stage, demonstrating/presentation session.

¹ It must be noted though that to progress to the second stage of assessment, the bidder should have achieved a minimum of 75% in the first stage of assessment.

3.1 STAGE 2.2 Demonstration/presentation session

Demonstrations/Presentations will be held at the EWSETA offices in Parktown, Johannesburg where each supplier will be assessed according to their ability to effectively respond to the scope of work as detailed above. Each bidder will be measured on the following:

Criteria	Measure
<ul style="list-style-type: none"> Standard Public Relations/ Strategic communications methodology to be employed. 	Aligned to the scope of work
<ul style="list-style-type: none"> Proposed project plan for the first three months of engagement. 	Partially aligned to the scope of work
	Not aligned to the scope of work

At this stage bidders are expected to achieve a 70% score to proceed to the final stage of evaluation below.

4.3 Pricing and preference points Stage

4.3.1 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 EME that has the capability and ability to execute the sub-contract.

4.3.2 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 in a separate envelope clearly marked financial proposal as per the schedule below on a company letterhead.**

	Year 1	Year 2	Year 3	Total
Monthly PR Retainer which covers: <ul style="list-style-type: none"> • Two PR activities per month • Compilation and quarterly update of comprehensive media list comprising print, broadcast and digital media • Event opportunities: identification of suitable events/EWSETA speaker liaison with organisers/ provision of content or talking points for speaker from EWSETA • Daily/weekly/monthly review of energy and water sectors • Design of social media artwork for monthly PR activities • Daily/weekly/monthly media tracking and reporting • Attendance at EWSETA 'own' or industry organised event • Development and managing an annual events calendar of strategic and relevant sector events • Ad hoc project media release preparation and media briefings 	R	R	R	R
Initial development and annual update of PR strategy	R	R	R	R
Research and writing of 1500 – 2000 word thought leadership/long pieces	R	R	R	R
Media training for 10 people	R	NA	NA	R
Cost for ½ day photo shoot	R	R	R	R
Cost for full day photo shoot	R	R	R	R
Initial development and annual update of crisis communications plan and strategy	R	R	R	R
Sub-Total	R	R	R	R
+ 15% VAT	R	R	R	R
Total	R	R	R	R

Pricing schedule is compulsory and failure to complete same in prescribed 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.

5. NOTES TO BIDDERS

Outlined below are basic requirements that each bid must comply with. Failure of any bid to meet any or all of these requirements may disqualify such a bid from the evaluation process:

- 9.1 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.
- 9.2 The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- 9.3 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.
- 9.4 EWSETA does not bind itself into making an appointment from proposals and offers received.
- 9.5 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.
- 9.6 EWSETA will not make upfront payments.
- 9.7 Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded.
- 9.8 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.
- 9.9 A probation period of 30 days will apply to the agreement and a penalty regime system in the maintenance addressing recourse by the supplier or EWSETA will be implemented.
- 9.10 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 potentially have legal ramifications.
- 9.11 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.
- 9.12 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 delegated authority.
- 9.13 Any possible staff changes during the course of the engagement must be done in consultation and approval of the EWSETA.**

6. 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.

7. SUBMISSION OF BIDS

Bidders are required to submit their proposals to scmadmin@ewseta.org.za

8. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **Tuesday, 30 August 2022 not later than 11H00 o'clock**. Please note that no late proposals will be considered.

9. TENDER VALIDITY

This RFQ shall be valid for 90 days calculated from Bid closing date.

10. 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

Or visit their website www.tip-offs.com

11. ANNEXURE 2 - EWSETA GENERAL CONDITIONS OF CONTRACT

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 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 Suppliers 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 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 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 which 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.

12. ANNEXURE 1 – SBD4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise,
employed by the state? **YES / NO**

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

Full Name	Identity Number	Name of State institution

² 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.

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

³ 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.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder