

# REQUEST FOR QUOTATION (“RFQ”)

## SECONDMENT OF A RISK AND COMPLIANCE PRACTITIONER FOR A PERIOD OF THREE (03) MONTHS



<b>Bid Number</b>	EWSETA/RFQ/054/2022
<b>Bid Scope</b>	SECONDMENT OF A RISK PRACTITIONER CONSULTANT FOR A PERIOD OF THREE (03) MONTHS
<b>Issue Date</b>	THURSDAY 15 SEPTEMBER 2022
<b>Closing Date for submission of bids</b>	THURSDAY 22 SEPTEMBER 2022 @13:00HRS
<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 of 1998 to enable its stakeholders to advance the national and global position of the energy and water sectors in the large, medium, small levy paying and non- levy paying companies across the sector.

This was as a result of government commitment to promote active labour market policies and is demonstrated in the Skills Development Act of 1998 and the Skills Development Levies Act of 1999. As guided by its mandate, the EWSETA is an agent of transformation by promoting employment equity and broad-based black economic empowerment (B-BBEE) through skills development. In this context, the EWSETA is keen to form sustainable partnerships and/or collaborations that will further promote its support for transformation.

## 2. PURPOSE

The Energy and Water Sector Education and Training Authority (EWSETA) hereby invites reputable risk and compliance practitioners working either as service providers and/or independent consultants for the secondment of a Risk Practitioner for a period of 3 months.

## 3. SCOPE OF WORK

EWSETA invites reputable a Risk and Compliance Practitioners who have extensive experience in providing such services and on-premises resources for the following positions

RESOURCES REQUIRED	EXPERIENCE LEVEL	TERM
Risk and Compliance Practitioner	Practitioner	3 months

The service requirements are outlined in more detail below.

### 3.1 Profile of the Risk and Compliance Practitioner

JOB PROFILE	
<b>Job Title</b>	: Risk and Compliance Practitioner
CRITERIA	
<b>DECISION MAKING</b>	
<p>What is the key purpose of the role?</p> <p>What is the level and nature of decision making required?</p> <p>What is the level of discretion applied?</p> <p>What are the expected work outcomes/KPI's?</p>	<p><b>1. Purpose of the Role</b></p> <p>To execute the risk management and compliance functions within the organisation.</p> <p><b>2. Key Responsibilities</b></p> <p><b>2.1. Risk Management</b></p> <ul style="list-style-type: none"> <li>▪ Prepare Key Control Dashboard reports for quarterly reporting to ARC.</li> <li>▪ Attend and participate in risk workshops.</li> <li>▪ Assist with identification of new and emerging risks.</li> <li>▪ Prepare and maintain the strategic and operational risk registers including the updating of mitigation plans and progress against mitigation plans.</li> <li>▪ Maintain the list of insurable assets and their values to ensure the entity is adequately insured against asset losses.</li> <li>▪ Prepare and maintain the entity policy register and monitor the timely review of policies. Prepare the quarterly PFMA Compliance Checklist to ARC.</li> </ul> <p><b>2.2. Audit</b></p> <ul style="list-style-type: none"> <li>▪ Liaise with auditors to coordinate the audits.</li> <li>▪ Coordinate and review the submission of audit requests.</li> <li>▪ Coordinate and review the submission of responses to audit queries.</li> <li>▪ Arrange for the delivery of draft and final annual reports in accordance with statutory requirements.</li> <li>▪ Prepare and maintain the audit action plan matrix including the updating of actions plans and progress against action plans.</li> </ul> <p><b>2.3. Compliance</b></p> <ul style="list-style-type: none"> <li>▪ Maintain the irregular expenditure, fruitless and wasteful expenditure and losses from criminal conduct registers.</li> <li>▪ Investigate alleged instances of irregular expenditure, fruitless and wasteful expenditure and losses from criminal conduct.</li> <li>▪ Maintain entity compliance calendar, compliance universe and compliance checklists and facilitate monitoring of compliance against the relevant requirements.</li> <li>▪ Prepare National Treasury and DHET quarterly reports. Report on data and information accuracy and integrity on a quarterly basis.</li> </ul> <p><b>2.4. Effective Teamwork and Self-Management</b></p> <ul style="list-style-type: none"> <li>▪ Take ownership and accountability for tasks and activities and demonstrate effective self-management in terms of planning and prioritising, and self-development.</li> <li>▪ Follow through to ensure that quality and productivity standards of work are consistently and accurately maintained.</li> <li>▪ Inform relevant parties in the event of tasks or deadlines not met, the potential risks thereof and provide appropriate resolution.</li> <li>▪ Manage colleagues' expectations and communicate appropriately.</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Demonstrate willingness to help others and “go the extra mile” to meet team targets and objectives.</li> </ul>
<b>KNOWLEDGE/ COMPETENCE</b> What skills, knowledge, and/or attributes are necessary to perform the role?	<ol style="list-style-type: none"> <li>1. <b>Knowledge</b> <ul style="list-style-type: none"> <li>▪ Risk management and analysis</li> <li>▪ Compliance requirements</li> <li>▪ Risk systems and processes</li> </ul> </li> <li>2. <b>Skills</b> <ul style="list-style-type: none"> <li>▪ Verbal and written communication</li> <li>▪ Logical thinking</li> <li>▪ Problem solving</li> <li>▪ Computer literacy</li> <li>▪ Report writing</li> </ul> </li> <li>3. <b>Attributes</b> <ul style="list-style-type: none"> <li>▪ Take initiative</li> <li>▪ Assertive</li> <li>▪ Tolerant of stress and pressure</li> <li>▪ Proactive</li> <li>▪ Deadline driven</li> <li>▪ People orientated</li> <li>▪ Results/Goal oriented</li> <li>▪ Able to promote cross functional effectiveness</li> <li>▪ Decisive and able to quickly react to changing environments</li> </ul> </li> </ol>
<b>QUALIFICATION AND EXPERIENCE</b>	<ul style="list-style-type: none"> <li>▪ Relevant degree in Commerce</li> <li>▪ Minimum of 3 years’ experience in a similar or complimentary environment</li> </ul>

#### 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 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 **70 points** (out of the 100 points), i.e. 70%, for Functionality in order to qualify to proceed to the next stage of the evaluation process, demonstration/interview session.

#### CRITERIA

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

Criteria	Scoring	Weighted score
<p><b>Reference Letters</b> Reference letters from different clients as evidence of <b>related</b> work successfully completed and clearly denoting the team members involved in the project. <i>NB: The Reference Letter(s) must not be older than 5 years, must be on the letterhead of the previously serviced client and should reflect at least the name of the client, title of the related work conducted, year(s) conducted and completed, contactable reference name and contact details, and be signed by the appropriate delegate. The Reference Letter should indicate the quality of the service rendered.</i></p>	<p>3 letters attached = 30 points 2 letters attached = 20 points 1 letter attached = 10 points</p> <p>No or unsatisfactory reference letter(s) attached = <b>0 points</b></p>	<b>30</b>

<p><b>Qualifications</b> Curriculum Vitae(s) and qualifications of each team member/individual consultant.</p> <p><i>Bidders must attach relevant certified copies of highest qualification. Certification may not be older than 6 months. Uncertified qualification certificates will not be accepted as authentic. Foreign qualifications are required to be accompanied by a SAQA evaluation certificate.</i></p>	<p><b>Qualification</b></p> <p>Relevant degree in commerce/risk management/accounting = <b>20 points</b></p> <p>No relevant degree = <b>0 points</b></p>	<p><b>20</b></p>
<p><b>Experience:</b> The bidder must attach brief CVs (max 2 pages) of each team member / individual consultant focusing on the required experience.</p>	<p><b>Risk and Compliance Experience</b> 5+ years of relevant experience = <b>40 points max</b> 3 - 4 years relevant experience = <b>20 points max</b> Less than 3 years relevant experience = <b>0 points</b></p>	<p><b>40</b></p>
	<p><b>SETA/Skills Development Experience</b></p> <p>Experience in SETA/ Skills development landscape</p>	<p><b>10</b></p>
<b>TOTAL</b>		<b>100</b>

### 4.3 Stage 3 – Skills assessment / Interviews of shortlisted candidates

EWSETA reserves the right to invite only shortlisted candidates for interviews. The interviews may be scored, and the most suitable candidate will be recommended for appointment subject to agreement of the negotiated rate. Where two or more candidates are shortlisted, the candidates will be assessed based on the pricing and preference points system below.

### 4.4 Stage 4: Pricing and Preference Points Stage

#### 4.4.1 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

Ps = Points scored for comparative price of proposal or quotation

Pt = 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 bidder. 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.



#### 4.4.2 Financial Proposal

Financial proposals will be compared based on their total amount inclusive of VAT. Bidders are required to submit financial proposals as per the table below on a company letterhead.

Item	Hourly rate	Monthly Rate	Total for 3 month
Risk and compliance Practitioner	R	R	R
<b>Subtotal</b>			R
<b>Vat (where applicable)</b>			R
<b>Total Amount inclusive of VAT</b>			R

#### 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:

- 5.1 A prospective service provider 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.
- 5.2 The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- 5.3 EWSETA does not bind itself into making an appointment from proposals and offers received.
- 5.4 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.
- 5.5 EWSETA will not make upfront payments.
- 5.6 Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded;
- 5.7 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 his written authorised delegate.
- 5.8 A probation period of 90 days will apply to the agreement.
- 5.9 The EWSETA undertakes to pay valid invoices in full within 30 (thirty) days if all supporting documents are submitted.
- 5.10 The service level agreement will be reviewed annually upon anniversary date.
- 5.11 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.

- 5.12 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.
- 5.13 In the absence of the individual a suitable replacement must be organised a week prior to the absence.
- 5.14 Scheduled outages, after hours or weekends. Must be part of total costs and NOT additional cost.
- 5.15 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 bids to [scmadmin@ewseta.org.za](mailto:scmadmin@ewseta.org.za)

## **8 CLOSING DATE OF PROPOSAL**

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **THURSDAY 22 SEPTEMBER 2022 not later than 13H00**. 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](mailto:ewseta@tip-offs.com)

Or visit their website [www.tip-offs.com](http://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 interest<sup>1</sup> 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

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<sup>1</sup> 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 consortium<sup>2</sup> 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.

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<sup>2</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.

- 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