

# REQUEST FOR QUOTATION (“RFQ”)

## PROVISION OF OUTSOURCED INTERIM FINANCIAL ACCOUNTING MANAGER



<b>Bid Number</b>	EWSETA/RFQ/084/2022
<b>Bid Scope</b>	PROVISION OF OUTSOURCED INTERIM FINANCIAL ACCOUNTING MANAGER
<b>Issue Date</b>	THURSDAY 12 JANUARY 2023
<b>Non-compulsory Briefing Session</b>	N/A
<b>Closing Date for submission of bids</b>	WEDNESDAY 18 JANUARY 2023 @13:00HRS
<b>Inquiries</b> (all inquiries should be in writing)	<a href="mailto:scmadmin@ewseta.org.za">scmadmin@ewseta.org.za</a>



## TABLE OF CONTENTS

1.	BACKGROUND INFORMATION.....	3
2.	OBJECTIVE AND SCOPE OF WORK .....	3
3.	SCOPE OF WORK.....	3
3.1	EXPECTED OUTCOMES AND DELIVERABLES.....	4
3.2	MONITORING PROGRESS OF SERVICE .....	5
3.3	QUALITY ASSURANCE AND REVIEW OF THE SERVICE.....	5
3.4	INDEPENDENCE, CONFIDENTIALITY AND OBJECTIVITY OF STAFF .....	5
3.5	DURATION OF SERVICES/ WORK.....	6
4.	EVALUATION CRITERIA .....	6
5.	NOTES TO BIDDERS .....	10
6.	SUB-CONTRACTING .....	10
7.	NEGOTIATION.....	10
8.	SUBMISSION OF BIDS .....	11
9.	TENDER VALIDITY.....	11
10.	FRAUD HOT-LINE .....	11
11.	ANNEXURE 2 - EWSETA GENERAL CONDITIONS OF CONTRACT .....	12
12.	ANNEXURE 1 – SBD4 - BIDDER’S DISCLOSURE.....	14

## 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 sector by facilitating the effective development of skills required to respond to related imperatives as envisaged in the National Development Plan (NDP).

This is as a result of Government commitment to promote active labour market policies as is demonstrated in the Skills Development Act of 1998 and the Skills Development Levies Act of 1999. As guided by its mandate, the SETA is an agent of transformation by promoting the achievement of desired outcomes as stipulated in the National Skills Development Plan (NSDP) whilst observing and complying with legislative and regulatory frameworks, such as the Public Finance Management Act No. 1 of 1999.

In line with the requirements of the PFMA and Treasury Regulations, the EWSETA seeks to appoint a duly qualified and accredited service provider or independent consultant to outsource an Interim Financial Accounting Manager to alleviate temporary capacity shortages within the Finance Department.

## 2. OBJECTIVE

The objective of this bid is to appoint an accredited, experienced, and qualified service provider or independent consultant to outsource an Interim Financial Accounting Manager to EWSETA. These services will be undertaken as per the scope of work below.

## 3. SCOPE OF WORK

The successful service provider or independent consultant will provide all outsourced financial management and accounting services to support the CFO and Finance Department with routine and non-routine finance tasks. These services are outlined in **section 3.1 below**.

EWSETA utilises the SAGE Evolution 200 and SAGE VIP Premier for processing Financial and payroll transactions. Bidders are required to be well versed in these systems as the expectation is for the outsourced Interim Financial Accounting Manager to assist EWSETA from the onset.

The appointed Service Provider or Independent Consultant will take full responsibility for all output and deliverables produced by their placed resource and the work will be performed under the supervision of the Chief Financial Officer.

## **3.1 EXPECTED OUTCOMES AND DELIVERABLES**

The Service Provider or Independent Consultant must adhere to the scope of services/ work and deliver according to the required outcome and deliverables. The placed Interim Financial Accounting Manager is expected to perform all financial and payroll related functions including but not limited to:

### **3.1.1 Financial Control**

- Manage the updating and monitoring of adherence to financial policies and procedures, in line with the PFMA, other legislative prescripts and Board directives.
- Contribute to and implement the financial strategy
- Monitor, review and evaluate internal control systems
- Prepare for and participate in the external audit by the Auditor General
- Prepare for and participate in relevant internal audits conducted by entity's Internal Auditors

### **3.1.2 Financial Reporting**

- Review month-end financial closes, reconciliations, and related analysis of all accounts.
- Verify the submission and monthly reconciliation of any statutory returns.
- Review any financial reports and statements for financial analysis, forecasting, trending, and results analysis, including supporting schedules.
- Analyze monthly and quarterly expenditure reports for all cost centers and submit information to the Reporting, Risk and Compliance Manager.
- Contribute to the preparation of the annual financial statements, including notes and supporting schedules

### **3.1.3 Expenditure Management**

- Approve supplier and creditor payments.
- Approve procurement of goods & services
- Manage the recovery of credit notes, disallowances and subsistence and transport allowances.
- Manage the allocation, reconciliation, and banking of revenue.
- Manage all expenditure related queries, identify irregular expenditure, identify fruitless and wasteful expenditure, and provide the information to the relevant managers

### **3.1.4 Financial Accounting**

- Resolve accounting discrepancies and irregularities.
- Approve all relevant journal entries when required.
- Analyze the monthly financial reports, monitor trends and drive appropriate action.
- Manage creditors and oversee the monthly reconciliation.
- Authorize adjustments and access to financial databases (e.g. for new clients, and creditors).

### **3.1.5 Payroll**

- Draft and implement payroll administration and control policies
- Drive adherence to payroll procedures.
- Coordinate and manage the entire payroll function to ensure processing deadlines and control requirements are being met.
- Manage calculation of and authorize payment of termination payments (resignation/retirement/redundancy).
- Manage the calculation, payment, and reconciliation of payroll tax.
- Manage and authorize the administration, calculation, payment and reconciliation of all superannuation contributions and third-party payments.
- Liaise with management and staff regarding all escalated pay enquiries.
- Ensure submission of all statutory payments and returns by deadline dates.
- Manage the preparation and reconciliation of payment summaries.
- Establish and manage the payroll records management system, including archiving and filing.
- Coordinate workers compensation payments.
- Establish a system for checking and auditing all payrolls to assure compliance with policy and legislation.

The placed Interim Financial Accounting Manager must conduct these activities in alignment with the EWSETA standard operating procedures and policies.

It should be noted that the EWSETA's finance Department is relatively small, and the Interim Financial Accounting Manager would be expected to be hands on. The appointed resource will have 3 direct reports.

The appointed resource will be expected to execute their duties at the EWSETA premises in Parktown, Johannesburg and will be responsible for their own travel expenses.

## **3.2 MONITORING PROGRESS OF SERVICE**

The EWSETA shall monitor and evaluate the progress of the service delivery as per the deliverables outlined in the contract and Service Level Agreement (SLA).

## **3.3 QUALITY ASSURANCE AND REVIEW OF THE SERVICE**

The quality of the services will be managed via the approved schedule.

## **3.4 INDEPENDENCE, CONFIDENTIALITY AND OBJECTIVITY OF STAFF**

In carrying out the services, the Service Provider or independent consultant must ensure that its placed candidate maintains objectivity by remaining independent of the activities they execute. Staff are also expected to adhere to the confidentiality requirements throughout the project and

will be required to attest to this through agreeing to the confidentiality clause in the EWSETA SLA.

### **3.5 DURATION OF SERVICES/ WORK**

This project undertaking will run for two months thereafter EWSETA reserve the rights to renew the appointment on a month-to-month basis depending on the capacity needs.

## **4. EVALUATION CRITERIA**

### **4.1 Stage 1: Pre-Qualification Criteria**

#### **4.1.1 Submission of Compulsory Documents:**

**Prospective service providers 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.**

4.1.1.1 Prospective service providers 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. Bidders will be disqualified if any of the SBDs are found not to be true and complete in every respect.

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 service providers 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 Tax Clearance Certificate or 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 / affidavit. 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 / affidavit. 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 2.1: Technical/Functionality Stage

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 and proceed to Stage 3 of the evaluation process.

### CRITERIA

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

Criteria	Scoring	Weighted score
<b>Provide the qualifications and experience of the proposed Interim Financial Accounting Manager</b>  <b>Experience</b> Bidders must attach CV of the Interim Financial Accounting Manager.  <b>Qualifications:</b> Must provide proof of relevant qualification  <b><i>NB. Bidders must attach no later than 6 months certified copies of qualifications. Uncertified qualification certificates will not be accepted and will therefore not score any points.</i></b>	<b>Experience as Finance Manager/ Accounting Manager/in a similar role:</b>  +5 years relevant experience = 30 points 2 - 3 years relevant experience = 15 points Less than 2 years of experience = 0 points	<b>30</b>
	<b>Qualifications</b>  BCom honors or Equivalent qualifications = 25 points BCom degree or Equivalent qualification = 15 points Diploma or No relevant qualifications = 0 points  Membership with any relevant finance professional body = 5 points	<b>30</b>
<b>Public sector experience</b>  Must provided detail breakdown of public sector experience (previous public sector employer or project completed, period of employment or project, role or services offered and contactable reference for each employer or project)	+5 years relevant experience = 30 points 2 - 3 years relevant experience = 15 points Less than 2 years of experience = 0 points	<b>30</b>
<b>Company profile</b>	Provide a company profile includes the following: <ul style="list-style-type: none"> <li>• Full services rendered = <b>5 points</b> (services must be relevant in order to score points)</li> <li>• List of previous projects completed = <b>5 points</b> (projects must be relevant in order to score points)</li> </ul>	<b>10</b>
<b>TOTAL</b>		<b>100</b>

### 4.3 STAGE 2.2 Interview session

The top three bidders who meet the minimum technical/functionality evaluation score of 75% under stage 2.1 of evaluation above may be invited to participate in the second assessment stage, being an interview session (this stage is dependent on the quality of bids received). These will be held at the EWSETA offices in Parktown, Johannesburg where will be assessed on the following capabilities:

- Demonstrates understanding of the public sector finance function and its activities.
- Demonstrates understanding and ability to utilize the SAGE Evolution 200 and SAGE VIP Premier
- Demonstrate experience of managing staff and working with diverse group of people

Bidders are expected to satisfy the EWSETA panelist with an overall “**Satisfactory**” score to proceed to the final stage of evaluation, below.

### 4.4 Stage 3: 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 a valid B-BBEE Status Level Verification certificates / affidavit 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.

#### 4.4.2 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.**

Pricing schedule is compulsory and failure to complete same in prescribed manner as per the table below and without alterations for comparability purposes.

Financial proposals must be aligned to the DPSA Hourly Fee Rates For Consultants - With effect from 1 July 2020, as follows:

- As the engagement is anticipated to run for more than three months, the rates should be aligned to the “short term” rates.
- Rates should be aligned to “partial overheads”, as EWSETA will provide some overheads.

If the DPSA circular is updated, EWSETA will amend the payment rates accordingly as from the updated circular’s effective date.

	Hourly Rate (Excl. VAT)	Hourly Rate (Inc. VAT)	Monthly rate (Excl. VAT)	Monthly rate (Inc. VAT)
<b>Financial accounting manager</b>	R	R	R	R
<b>Total</b>	R	R	R	R

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.

Travel costs to EWSETA offices will not be reimbursed. This will be pre-arranged during the term of the engagement.

## **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:

- 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.
- The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- Bids received late shall not be considered under any circumstances. A bid will be considered late if it arrives after **13:00** o'clock on/after the closing date.
- EWSETA does not bind itself into making an appointment from proposals and offers received.
- 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.
- EWSETA will not make upfront payments.
- Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded;
- 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.
- The EWSETA undertakes to pay valid invoices in full within 30 (thirty) days if all supporting documents are submitted.
- 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.
- 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.

## **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. 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.

## **8. SUBMISSION OF BIDS**

Bidders are required to submit their bids to the following email address:

[scmadmin@ewseta.org.za](mailto:scmadmin@ewseta.org.za) no later than **Wednesday 18 January 2023 at 13:00hrs**

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

<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.

---

<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