

REQUEST FOR QUOTATION ("RFQ")

APPOINTMENT OF SERVICE PROVIDER FOR THE PRODUCTION AND PRINT OF EWSETA ANNUAL REPORT AND GOVERNANCE DOCUMENTS FOR A PERIOD OF TWO (2) YEARS



Bid Number	EWSETA/RFQ/088/2022
Bid Scope	APPOINTMENT OF SERVICE PROVIDER FOR THE PRODUCTION AND PRINT OF EWSETA ANNUAL REPORT AND GOVERNANCE DOCUMENTS FOR A PERIOD OF TWO (2) YEARS
Issue Date	FRIDAY 13 JANUARY 2023
Non-compulsory Briefing Session	N/A
Closing Date for submission of bids	TUESDAY 24 JANUARY 2023 at 13:00hours
Inquiries (all inquiries should be in writing)	scmadmin@ewseta.org.za



TABLE OF CONTENTS

1.	BACKGROUND INFORMATION	3
2.	OBJECTIVE	3
3.	SCOPE OF WORK	3
4.	EVALUATION CRITERIA	€
5.	NOTES TO BIDDERS	11
6.	SUB-CONTRACTING	12
7.	SUBMISSION OF BIDS	12
8.	CLOSING DATE OF PROPOSAL	12
9.	TENDER VALIDITY	12
10.	FRAUD HOT-LINE	12
11.	ANNEXURE 2 - EWSETA GENERAL CONDITIONS OF CONTRACT	13
12.	ANNEXURE 1 – SBD4 - BIDDER'S DISCLOSURE	15



1. BACKGROUND INFORMATION

The EWSETA is a statutory body established though the Skills Development Act of 1998 to facilitate skills development for Energy and Water stakeholders, through providing integrated; value-added education and training services.

2. OBJECTIVE

The EWSETA requires the services of a graphic design company for a period of two years, whose main business of operation is graphic design (80% or more) for the copywriting, design and production of the EWSETA Annual Report (starting with the 2022/23 annual report), various graphic elements that will be required for the EWSETA AGM's (2023 and 2024) as well as the design of other key governance documents.

3. SCOPE OF WORK

Item 1 -Design of A4 Annual Report

- Preparation and presentation of 3 design concepts (the design concepts must each include at a minimum a cover design, section divider, standard content page, performance infographic examples and financial page/s)
- Design of A4 Annual Report comprising 180 inside pages plus 4-page cover. Factor the following into design costs:
 - Redrawing of 30 graphs
 - Redrawing of 30 tables
 - Creation of 30 infographics
 - Design of company organogram
 - Creative manipulation of Board and Executive Pictures (to create a more interesting image)
 - Note: Factor in 20 hours for changes and corrections

Item 2 – Printing of A4 Annual Report

- 200 inside pages: Magno Plus Silk 150gsm
- 4 Page cover: Magno Plus Silk 350gsm
- 200 copies
- The 180 inside pages will be divided into 7 tabbed sections. This will require crash cutting to create the 7 sections
- Machine varnish throughout

Note: We would like the cover of the Annual Report hard copy to include a 'special finish' such as foiling, embossing, die-cuts, Spot Gloss, UV Varnish etc.

The printing cost should include delivery to EWSETA's offices in Parktown

Item 3 - Design of Annual Performance Overview Report

The design of the A4 Annual Report document will be carried through to the overview report



Size: 21cm x 21 cm

• 32 inside pages

4-page cover

Creation of 20 infographics

Creation of QR code for full Annual Report

Note: Factor in 8 hours for changes and corrections

Item 4 - Print of Annual Performance Overview Report

• Size: 21cm x 21cm

• Quantity: 250

32 Inside pages: Magno Plus Silk 150gsm4-page Cover: Magno Plus Silk 250gsm

Machine varnish throughout

Spot UV on outside front and back covers

Note: We would like the cover of the Performance Overview Report hard copy to include a 'special finish' such as foiling, embossing, die-cuts, Spot Gloss, UV Varnish etc.

The printing cost should include delivery to EWSETA's offices in Parktown

Item 5 - Copy Writing and Proofreading

- Copywriting of full Annual Report. Factor the following into copywriting costs:
 - Preparation of Draft questions for 3 Executives and the Chairperson
 - Conduct in-person interviews with all Executives and Chairperson 3 in Gauteng and 1 in Free State (estimate on 6 interviews of 3 hours each)
 - Consolidation of all information from various departments and incorporation into annual report drafts
 - Preparing first draft for submission by May 2023
 - Prepare further drafts based on inputs and changes received
 - Proof read full annual report at every stage (+/- 3 full proof-reads of document (including financials)
 - Summarise full annual report into a Performance Overview Report required for the AGM

Please note: we estimate that 40 hours for interviews with executives and copywriting of all copy required for the publication will be adequate if the copywriter is an experienced business / financial report writer.

The EWSETA reserves the right to use a copywriter that is not associated with the agency that receives the purchase order if we are not satisfied with the experience of the proposed writer.

Item 6 - Photography (Annual Report)

- 2 x full day photo shoots (to include studio shots)
- 3 x half day photo shoots (to include studio shots)



Item 7 – Supply of stock images

- 50 x stock images
- 100 x vector icons for infographic purposes

Item 8 - AGM design elements required

- Name tag template
- A4 programme
- PowerPoint template that copies the look and feel created for Annual Report Design (PP Master template to include Title Page, divider pages x 4 different, follow-on pages)
- Design, format and animation of 80 PowerPoint slides from different sources into one consolidated presentation (the animation must be innovative and not the stock standard PP animation)
- Develop 4 x animated maps of South Africa for use in PP presentation
- Electronic invitation (HTML)
- Website Banner
- e-mail banner x 2
- Social media banner for FaceBook and Linked In
- Social media tiles x 4
- Four electronic HTML newsletter e-mailers (content to be provided)
- Electronic Aide Memoire
- Design of newspaper advertisement (20cm x 20cm) no placement required
- 20 infographics

Note: The designer of the PowerPoint presentation will be required on site at the AGM each year following the completion of the Annual Report

Item 9 - Strategic Plan

Design of 120-page Strategic Plan

Item 10 - Annual Performance Plan

Design of 180-page Annual Performance Plan

Item 11 - Sector Skills Plan

Design of 140-page Sector Skills Plan

Note: Design of Items 9 - 11 to have same design look and feel with different cover page and design element interpretations to differentiate them but still "connects" all of them as a set



4. EVALUATION CRITERIA

4.1 Stage 1: Pre-Qualification Criteria

4.1.1 Submission of Compulsory Documents:

Prospective bidders <u>must</u> 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 <u>will be</u> 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 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 **75 points** (out of the 100 points), i.e. 75%, for Functionality in order to qualify to proceed to Stage 3 of the evaluation process.



CRITERIA

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	Years of experience in graphic design	10 Points
design services	services	
	○ 10+years' experience = 10points	
	5-9years experience = 5points	
	Less than 5years = 2 points	
CV for the Creative Director that will be	12+ years' experience in graphic	15 Points
responsible for the EWSETA account.	design = 15 points	
Refer to example 1: Recommended CV	8 - 11 years' experience in graphic	
format that should be submitted by the	design = 10 points	
bidders	6 – 7 years' experience in graphic	
	design = 5 points	
	Less than 5 years of experience in	
	graphic design = 2 points	
CV for the copy writer who will be doing	12+ years' experience in copy writing	15 Points
copy writing for these annual reports.	that must include experience in	
• Please only supply CV for <u>ONE</u> copy	Annual Report copy writing and an	
writer	example = 15 points	
CV must include an example of a	8 – 11 years' experience in copy	
written piece for an Annual Report	writing that must include experience	
Copy writer to have experience in copy writing for Applied Benerits	in Annual Report copy writing and an	
writing for Annual Reports	example = 10 points	
	6 – 7 years' experience in copy	
	writing that must include experience	
	in Annual Report copy writing and an	
	example = 5 points	
	Less than 5 years of experience in	
	copy writing that must include	
	experience in Annual Report copy	
	writing and an example = 2 points	
Evidence of previous Annual reports	For each acceptable report:	20 points
designed.	2 points for submission of report(s) =	
PDFs of two different public entity	max 4 points	
Annual Reports designed in last five	8 points for design ability = max 16	
years, plus a contactable reference for	points	
each Annual Report	No points will be awarded if no public	
	entity Annual Report(s) is submitted	
Proposed 2022/23 Annual Report	2 points for submission of concept	10 points
Concept	8 points for design ability	



Evidence of previous Strategic	For each acceptable report:	15 points
planning documents designed.	2 points for submission of reports =	
PDFs of two public entity strategic	max 4 points	
planning documents designed in the last	5.5 points for design ability = max 11	
five years. These can include:	points	
SETA Sector Skills Plans (SSPs);	No points will be awarded if no public	
Annual Performance Plans (APPs)	entity Annual Report(s) is submitted	
or		
Strategic Plans		
Letters of Reference from three different		15 points
public sector clients for graphic design	3 valid letters attached = 15 points	
work successfully conducted.	2 valid letters attached = 10 points	
	1 valid letter attached = 5 points	
(NB: The Reference Letter(s) must not	No valid reference letters attached =	
be older than 5 years in the letterhead of	0 points.	
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)		
TOTAL		100

Example 1: Recommended CV format that should be submitted by the bidders

	of	Detailed positions current		in	List under years	projects in the past
overall experience		employme	ent		•	of project olvement

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.
- o The following formula will be used to calculate the points for Price:



$$Ps = 80(1 - \frac{Pt - P\min}{P\min})$$

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 BBBEE

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 point 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 as per the table below on a company letterhead in a separate envelope clearly marked Financial Proposal.

Item	Costing (Excl. vat) Year 1	Costing (Excl. vat) Year 2
Item 1 – Design of A4 Annual Report	R	R
Item 2 – Printing of A4 Annual Report	R	R
Item 3 – Design of annual Performance Overview Report	R	R
Item 4 – Print of annual Performance Overview Report	R	R
Item 5 – Copy Writing and Proofreading	R	R
Item 6 – Photography (Annual Report)	R	R
2 x full day photo shoots 3 x half day photo shoots		
Item 7 – Supply of stock images	R	R
Item 8 – AGM design elements required	R	R
Item 9 – Strategic Plan	R	R
Item 10 – Annual Performance Plan	R	R
Item 11 – Sector Skills Plan	R	R
Total excl. VAT	R	R
+ VAT @ 15%		
Total incl. VAT		

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:

- 5.1 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 disgualified.
- 5.2 The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- 5.3 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.
- 5.4 EWSETA does not bind itself into making an appointment from proposals and offers received.
- 5.5 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.
- 5.6 EWSETA will not make upfront payments.
- 5.7 Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded.
- 5.8 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.
- 5.9 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.
- 5.10 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.
- 5.11 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.
- 5.12 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.
- 5.13 Any possible staff changes during the course of the engagement must be done in consultation and approval of the EWSETA.
- 5.14 The proposed graphic designer and copywriter cannot be changed during the course of the engagement. In the event of change, prior approval will be required from 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 the following email address: scmadm@ewseta.org.za

8. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **Tuesday**, **24 January 2023 not later than 13H00 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 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 o
	any person having a controlling interest ¹ 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

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



2.2	Do you, or any person connected with the bidder, have a relationship with any p who is employed by the procuring institution?	
2.2.1	If so, furnish particulars:	
2.3	Does the bidder or any of its directors / trustees / shareholders / members / pa or any person having a controlling interest in the enterprise have any interest i other related enterprise whether or not they are bidding for this contract? YES	n any
2.3.1	If so, furnish particulars:	
3 D	DECLARATION	
	I, the undersi (name) in submittin accompanying bid, do hereby make the following statements that I certify to be and complete in every respect:	g the
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 not to be true and complete in every respect;	found
3.3	The bidder has arrived at the accompanying bid independently from, and w consultation, communication, agreement or arrangement with any comp However, communication between partners in a joint venture or consortium ² w be construed as collusive bidding.	etitor.
3.4	In addition, there have been no consultations, communications, agreemer arrangements with any competitor regarding the quality, quantity, specifical prices, including methods, factors or formulas used to calculate prices, mallocation, the intention or decision to submit or not to submit the bid, bidding will intention not to win the bid and conditions or delivery particulars of the productions to which this bid invitation relates.	itions, narket th the

 $^{^2}$ 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