

SERVICES: External Audit Services

TENDER REF: SAICA0042018

CLOSING DATE: 15 June 2018

CLOSING TIME: 10:00



CONDITIONS FOR COMPLETING BID DOCUMENTS

If any of the following bid forms are not completed and signed or not handed in with your bid proposal which accompanying supporting documents on closing date and time, your proposal will be immediately disqualified.

Please note:

- Bid Documents must be completed on the official bid forms (not to be re-typed) in ink (blue or black).
- No Tippex is allowed. All changes must be strike through and a signature applied next to each change.
- All the documentation submitted in response to this tender must be in English.
- The Contractor should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by SAICA in regard to anything arising from the fact that pages are missing or duplicated.

Document	Comments	Submitted (Yes / No)
Invitation to Bid	Make sure it is signed .	
Tax Clearance Certificate	Certificate must be valid and original .	
Vat Registration Certificate	If applicable, a valid copy must be submitted .	
Total Bid Price	Must be completed and signed . Failure will invalidate your bid.	
Pricing Schedule	Complete or refer to an Annexure or addendum where price is mentioned.	
Declaration of Interest	Must be completed and signed . Failure will invalidate your bid.	
Certificate of Independent Determination & Non-Collusive Bidding	Must be completed and signed . Failure will invalidate your bid.	
Certified copies of Company/ Close Corporation Documentation/Partnership Agreement	If applicable, provide valid certified copies of: 1. certificate of registration; 2. change of name certificate, where applicable; 3. register of directors / members; and 4. current registered business address.	
Proof of Registered Address	Valid copies of confirmation of Registered Address must be	



	submitted	
B-BBEE Certificate or BBEE Statement	Valid copies must be submitted	
Certified copies of identity documents	For all current directors / trustees / stakeholders / members	
Curriculum Vitae's (CV's)	For all current directors / trustees / stakeholders / members	
IRBA Membership	For all current directors / trustees / stakeholders / members	
SAICA Membership	For all current directors / trustees / stakeholders / members	
SAICA registered training office	Provide proof of same.	
Authority of Signatory	Valid copy of Resolution must be submitted.	
Company Profile	Provide a copy of Company Profile .	



1. INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE SOUTH AFRICAN INSTITUTE OF CHARTERED ACCOUNTANTS t/a SAICA

BID NAME: External Audit Services

BID NUMBER: SAICA0042018

CLOSING DATE: 15 June 2018 **CLOSING TIME:** 10:00

DESCRIPTION: INVITATION FOR TENDER APPOINTMENT OF EXTERNAL AUDIT SERVICES FOR A PERIOD OF 4 (FOUR) YEARS

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

17 FRICKER ROAD, ILLOVO

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, faxed or emailed, it will NOT be accepted for consideration.

The bid box is available during office hours from 08:00-16:30, Monday to Friday.

This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract which will be furnished ONLY to the winning bidder.

**THE FOLLOWING PARTICULARS MUST BE PROVIDED:
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

CELLPHONE NUMBER FACSIMILE

TELEPHONE NUMBER

VAT REGISTRATION NUMBER

SIGNATURE OF BIDDER DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

TOTAL BID PRICE INCLUDING VAT



2. PURPOSE

The purpose of this bid is to appoint a suitable independent External Audit Service Provider.

3. BACKGROUND

The South African Institute of Chartered Accountants ('SAICA')'s principal activity is to serve the interests of the chartered accountancy profession and society, by upholding professional standards, integrity and the pre-eminence of South African Chartered Accountants worldwide.

For more detailed information, log on to (www.saica.co.za)

4. DEFINITIONS & INTERPRETATION

- 4.1 The headnotes to the paragraphs to this RFP are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 4.2 Any reference in this RFP to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of signature hereof and as amended and/or re-enacted and/or consolidated and/or replace from time to time.
- 4.3 The RFP shall be governed by and construed in accordance with the law of South Africa.
- 4.4 Where the following word or phrases are used in this RFP, such word or phrases shall have the meaning assigned thereto in this clause, unless the context indicates otherwise:
- 4.4.1 **“All Applicable Taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 4.4.2 **“B-BBEE Status Level Of Contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard



contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 4.4.3 “**Bid**” means a Bidder’s tendered response to a RFP to SAICA;
- 4.4.4 “**Bidder**” means a party who has submitted a Bid in response to the RFP to SAICA;
- 4.4.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2013 (Act No. 46 of 2013);
- 4.4.6 “**Comparative Price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 4.4.7 “**Contract**” means a means a written agreement that establishes rights and obligations of any nature whatsoever, including but not limited to all non-disclosure agreement, service level agreements or any other Contract, which any party concludes or intends concluding with SAICA, but excluding all SAICA contracts of employment.
- 4.4.8 “**Contractor(s)**” means a Bidder whose bid has been accepted by SAICA;
- 4.4.9 “**EME**” means any enterprise with annual total revenue of R5 million or less;
- 4.4.10 “**Firm Price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 4.4.11 “**Functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;



- 4.4.12 **“Letter of Appointment”** means the written communication by SAICA to the Contractor recording the acceptance by SAICA of the Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
- 4.4.13 **“Non-Firm Prices”** means all prices other than “firm” prices;
- 4.4.14 **“Person”** includes a juristic person;
- 4.4.15 **“Purchase Order(s)”** means an official order issued by SAICA for the supply of goods pursuant to a contract or bid;
- 4.4.16 **“Rand Value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 4.4.17 **“RFP”** means this Request for Proposals, together with any annexures thereto;
- 4.4.18 **“SAICA”** shall mean **The South African Institute of Chartered Accountants t/a SAICA** and its group companies;
- 4.4.19 **“Services”** means the services required by SAICA, as specified in this RFP;
- 4.4.20 **“Service Provider”** means the Bidder’s Bid which were accepted by SAICA;
- 4.4.21 **“Signature date”** and in relation to any contract, means the date of the letter of appointment;
- 4.4.22 **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 4.4.23 **“Tax Clearance Certificate”** means a tax clearance certificate issued by the South African Revenue Services (SARS) confirming that the natural or juristic person is a registered tax payer.
- 4.4.24 **“Termination date”** in relation to any Contractor means the date of the final delivery certificate;



4.4.25 “**Value Add**” means that portion of the bid price not constituting the cost of materials;

4.4.26 “**VAT**” means Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as amended from time to time;

4.4.27 “**Warranties**” means collectively any and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

5. CONDITIONS OF BIDDING

5.1 General

5.1.1 This RFP is not intended to form the basis of a decision to enter into any transaction involving SAICA, and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.

5.1.2 The RFP has been compiled by SAICA and is being made available, on the same basis to all Bidders.

5.1.3 Bidders submitting a Bid in response to this RFP will be deemed to do so on the basis that they acknowledge and accept the terms set out below. Neither SAICA nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligation for any costs or expenses incurred by any party in or associated with preparation or submitting a Bid in response to the RFP.

5.2 Distribution of RFP

5.2.1 Distribution of this RFP outside of the Republic of South Africa may be prohibited or restricted. Recipients of this RFP as a result are advised to familiarise themselves with and comply with such prohibitions or restrictions, and neither SAICA, nor any of their respective directors, employees, agents, representatives or advisors, accept any liability to any person for any damages arising out of or in connection with such a breach of a prohibition or restriction outside of the Republic of South Africa.



5.2.2 Recipients of this RFP may only distribute it to other parties whom they wish to involve, as part of their Bidder consortium in submitting the Bid.

5.3 Proprietary Information

SAICA considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to SAICA. It shall be kept confidential by the Contractor and its officers, employees, agents and representatives. The Contractor shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of SAICA.

5.4 Submission of Bids

5.4.1 Bids **shall be submitted in 7 copies (1 original copy, 1 electronic copy and 5 hard copies "BID: SAICA0042018"**. The sealed envelope must be placed in the tender box at the RECEPTION AREA of 17 Fricker Road, Illovo, by no later than **10:00am on 15 June 2018**.

5.4.2 **Shortlisted bidders will be invited for the presentation on 4 July 2018.**

5.4.3 Amended bids may be sent, together with the original bid, in an envelope marked "**Amendment to bid**", should be clearly marked to represent the original document and should be placed in the bid box before the closing date and time. An amendment bid without original bid documents will not be considered.

5.4.4 The closing date, name of the bidder and the return address must also be endorsed on the envelope or bid documents. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the bid box.

5.4.5 The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document.

5.4.6 All Bids must be formulated and submitted in accordance with the requirements of this RFP. SAICA may rely on a Bid as being accurate and comprehensive in relation to the information and proposals provided therein by the Bidders.



- 5.4.7 No entity may be involved, whether directly or indirectly, in more than one Bid in response to the RFP. A failure to comply with this requirement may, within the sole discretion of SAICA, result in disqualification of the relevant entity.
- 5.4.8 The proposed total cost of the project must be clearly indicated including pricing for each year and the total cost of the bid.
- 5.4.9 Kindly note that SAICA is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date.
- 5.4.10 **SAICA reserves that right not to accept the lowest bid price of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract in terms of outputs and services and who is financially advantageous to SAICA.**
- 5.4.11 SAICA reserves the right to accept any Bid in whole or in part. Where a Bid is accepted in part, the price shall be adjusted in accordance with the pricing schedule indicated on the Bid.
- 5.4.12 SAICA also reserves the right to award this bid to a pure empowerment entity.
- 5.4.13 Upon acceptance of a Bid by SAICA, the parties shall be bound by these Terms and Conditions, the GCC, the Special Conditions of Contract and any contractual terms and/or any schedule or otherwise which form part of the RFP.
- 5.4.14 The Service Provider shall be required to sign a written service level agreement prior to commencement of the Services.
- 5.4.15 The Service Provider shall adhere to the general and special conditions of contract issued with the RFP, together with any conditions contained in the RFP.
- 5.4.16 Should the Bidder find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/alternative by written submission on its company letterhead. Any such submissions shall be subject to review by SAICA who shall determine whether the proposed amendments /alternatives are acceptable or otherwise, as the case may be.



5.5 Errors or Omissions in Bids

- 5.5.1 Bidders are advised to ensure that they study the RFP carefully prior to the submission of their Bid. The onus rests on the Bidder to ensure that a correct and complete Bid is submitted.
- 5.5.2 SAICA will not entertain any request for modifications to the Bid after submission of the Bid or after the RFP closing date. The Bidder shall be responsible for all omissions or errors in their Bid and shall bring such omissions or errors to the attention of SAICA, as soon as they become aware of such.
- 5.5.3 Any correction or addition shall be used to alter the Bid in a material way. If SAICA considers that correction of any omission or addition alters the original Bid in a material manner, the Bid shall be rejected without any liability whatsoever on the part of SAICA.

5.6 Validity Period

Responses to this tender, received from Bidders, will be **valid for a period of 60 (sixty) days from the closing date of the tender**. The offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder, unless and until a definitive Agreement and other related transaction documents are concluded between SAICA and the Preferred Bidder.

5.7 Tax Clearance Certificate Requirements

It is a condition of bid that the taxes of the successful bidder **must be in order**, or that satisfactory arrangements have been made with South African Revenue Service ('SARS') to meet the bidder's tax obligations.

5.8 Enquiries

- 5.8.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to: **vuyelwav@saica.co.za, on or before 14 June 2018 at 15h30.**



5.8.2 Should any clarification be required on any aspect of the RFP including, but not limited to, questions relating to the specifications required of the Contractors to perform the services, the tender and evaluation process, before the closing date, the Bidder must direct such queries to the contact person indicated in 5.8.1 above.

5.9 **Modification**

5.9.1 SAICA reserves the right to amend or modify this RFP before the closing date or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice and without liability to compensate or reimburse any person.

5.9.2 Should SAICA amend this RFP, amendment will be sent to each Bidder in writing. No oral amendments by any person will be considered or acknowledged.

5.9.3 Should the amendment be significant, SAICA may at its own discretion extend the RFP closing date.

5.10 **Cancellation of RFP**

5.10.1 SAICA reserves the right to cancel the RFP at any stage up to, and including, the award of the Service Provider Agreement.

5.10.2 SAICA shall not be bound to assign any reason for cancellation and Bidders are not entitled to seek any compensation for the cost or expense of preparing their Bid or negotiating the Service Provider Agreement.

5.11 **Warranty**

By submitting a Bid, the Bidder warrants and represents to SAICA that as at the date of submission of the Bid, the Bidder is in possession of all necessary approvals (including, without limitation, certification, registrations, licenses and authorisations) to enter into and perform its obligation in respect to the Service required by SAICA.

5.12 **Default**

5.12.1 Should the Bidder, after having been notified of the acceptance of its tender, fails to:



- 5.12.1.1 conclude a service level agreement on terms acceptable by SAICA and the Bidder within a period stipulated by SAICA; or
- 5.12.1.2 accept an order in terms of the tender; or
- 5.12.1.3 furnish security to the satisfaction of SAICA when called upon to do so for the fulfilment of the Service Level Agreement;

SAICA may, in any of the aforementioned circumstances,, and without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Bidder any additional expense incurred by SAICA in calling for new offers or in accepting a less favourable offer.

- 5.12.2 SAICA shall disqualify a BID or shall disqualify a Bidder from tendering for any SAICA business in future, should a Bidder:
 - 5.12.2.1 has, after receiving notice of the acceptance of the tender, failed or refused to enter in to the service level agreement when called upon to do so; or
 - 5.12.2.2 has acted in a fraudulent or improper manner or in bad faith towards SAICA; or
 - 5.12.2.3 has made any misleading or incorrect statement; or
 - 5.12.2.4 caused SAICA damage, or to incur costs in order to meet the Bidders requirements which could not be recovered from the Bidder; or
 - 5.12.2.5 has instituted any court proceedings against SAICA in bad faith; or
 - 5.12.2.6 has been found guilty by a court of law, tribunal or other administrative body for a serious breach of law, during the preceding 5 (five) years.

6. PREFERENCE POINTS CLAIM FORM IN TERMS OF SAICA'S PREFERENTIAL PROCUREMENT

- 6.1 This preference form must form part of all bids invited. It contains general information and serves as a guide to claim preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.



6.2 SAICA's Preferential procurement policy will apply for all bids in accordance with the table below:

BBBEE status of Contributor	No of points
1	10
2	9
3	8
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

7 SCOPE OF WORK – FOUR YEAR EXTERNAL AUDIT CONTRACT

7.1 To perform an external audit of the financial statements in accordance with the International Standards on Auditing and applicable legal and regulatory requirements. The primary deliverables will be an auditor's opinion expressed in a written auditor's report on the financial statements concerned, as well as communicating with those charged with governance throughout the audit process (in writing or otherwise as may be required, and involving management, the Board and the Audit Committee).

The scope of the audit comprises the sections detailed below:

- 7.1.1 to perform Audit of the South African Institute of Chartered Accountants and Group;
- 7.1.2 audit of SAICA controlled Entities which include (The Hope Factory, SAICA Enterprise Development, Extensible Business Reporting Language (XBRL), Thuthuka Education Upliftment Fund, and the Accounting Technicians (South Africa));
- 7.1.3 agreed upon procedures to verify student numbers and demographics for use by Thuthuka Education Upliftment fund during donor engagement; and
- 7.1.4 agreed upon procedures to verify expenses and demographics relating to Thuthuka bursary students for submission to the National Research Fund.



- 7.2 Review of the SAICA Annual Integrated Report in line with the International <IR> Framework and provide assurance on selected non-financial and performance information.
- 7.3 External Auditors will be required to perform audit functions in terms of the following:
- 7.3.1 application of a risk based approach to reduce audit risk to an acceptable low level thereby enabling the expressing of an auditor's opinion that provides reasonable assurance whether the financial statements as a whole are free from material misstatement, whether due to fraud or error;
 - 7.3.2 the auditor's independence from the audit client in accordance with the Independent Regulatory Board for Auditors *Code of Professional Conduct for Registered Auditors (IRBA Code)* and other independence requirements applicable to performing audits of financial statements in South Africa;
 - 7.3.3 the auditor's fulfilment of other ethical responsibilities in accordance with the IRBA Code and in accordance with other ethical requirements applicable to performing audits in South Africa;
 - 7.3.4 the auditor's communication plan with the audit client, involving management, the Board and the Audit Committee regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control. This will include scheduling of meetings, as well as written communications, including the final management report.
 - 7.3.5 preparation of the audit report;
 - 7.3.6 any additional audit requirements as agreed between the parties from time to time; and
 - 7.3.7 a description of the auditor's quality control system in order to ensure that the firm and its personnel comply with professional standards and applicable legal and regulatory requirements, and that reports issued by the firm or engagement partners are appropriate in the circumstances.
- 7.4 The following non-negotiable deadlines are applicable each year:



- 7.4.1 Audit Planning Memorandum to be presented to the Audit and Risk Committee (ARC) for approval in October;
 - 7.4.2 interim audit to be performed in October/November;
 - 7.4.3 final audit to be performed from January to March; and
 - 7.4.4 audited financial statements of the SAICA Institute and Group and Entities to be available for submission to the Audit and Risk Committee (ARC) in March/April and approval by the SAICA Board and Entities in April.
- 7.5 Capacity and Experience
- 7.5.1 Total number of audit staff and staff that provide audit related services in the following categories: **partners, managers and other.**
 - 7.5.2 Provide up to date CV's of all partners and managers that will form part of the audit team. The CV's should indicate at a minimum the level (supervisor, manager, etc.) and experience.



8 EVALUATION CRITERIA

No.	Evaluation Criteria	Weight
1	<p>Understanding the business – Experience and expertise in providing similar services to businesses within the professional services sector (Please provide a minimum of five reputable, contactable reference where similar services were delivered)</p> <ul style="list-style-type: none"> • Does the auditor understand the environmental issues faced by the auditee and emerging industry trends? 	15%
2	<p>Technical and General Approach</p> <ul style="list-style-type: none"> • Is the methodology, scope of work and value add throughout the audit process clearly defined? • Is there sufficient senior partner involvement and commitment from the firm to provide the services required? • Are there clear arrangements regarding the direction, supervision and review of the engagement work? • How does the firm ensure that appropriate consultation takes place on difficult or contentious matters (technical, ethical and other matters)? 	25%
3	<p>Capability, knowledge and experience of the team leader and the team to be used for the assignment</p> <ul style="list-style-type: none"> • Qualification, skills and experience of the engagement partner • How does the engagement partner ensure that the engagement team has the necessary competence and capabilities, collectively, to perform the audit engagement in accordance with the ISAs and applicable legal and regulatory requirements? • Does the team have the necessary qualities to establish relationships in accordance with the needs of the audit committee and executive management, while maintaining their objectivity and independence? • To what extent will the team be proactive and continuously improve their service? • To what extent is the team transformed in terms of race and gender? 	15%
4	<p>Quality control</p> <ul style="list-style-type: none"> • Confirmation that the firm applies ISQC 1 and accordingly maintains a comprehensive system of quality control • A summary in relation to the audit firm's monitoring of its quality control policies and procedures, including notes on its most recent internal reporting with respect to conclusions drawn from its monitoring procedures and, where relevant, key deficiencies identified and steps taken to address such deficiencies • A summary of the outcome of the most recent IRBA firm inspection and inspection of the engagement partner to be assigned to this engagement, in terms of the nature of any significant deficiencies and the steps taken to address such deficiencies 	20%



No.	Evaluation Criteria	Weight
	<ul style="list-style-type: none"> A summary of any legal or disciplinary proceedings currently pending or concluded within the last three years (and the outcome) instituted against the firm or the engagement partner to be assigned to this engagement Any other audit quality indicators that the firm wishes to share as part of this submission 	
5	Independence and Objectivity <ul style="list-style-type: none"> Main features of the firm's policies and procedures to ensure that engagement teams are independent of audit clients in accordance with the IRBA Code of Professional Conduct for Registered Auditors and other independence requirements applicable to performing audits in South Africa A preliminary indication in relation to any relationships and other matters that could reasonably be thought to bear on independence, and where applicable, related safeguards that will be implemented An indication of how the firm will manage its independence and objectivity when a conflict of interest arise 	15%
6	General <ul style="list-style-type: none"> To what extent is there an organizational fit The general reputation of the firm 	10%
	Total for functionality	100%
	A threshold of between 70%-80% is applicable	
	Preference point system	
	Price	80%
	BBBEE status of contribution	20%
	Total (maximum)	100%



ANNEXURES

A: DECLARATION OF INTEREST BY BIDDER

Tender Name:

Tender ref:

1. Any legal person, including persons employed by SAICA or persons having a kinship with persons employed by SAICA, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons employed by SAICA, who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid. It is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority.
2. As a Bidder I hereby declare that I, or and parties directly related to me (i.e. relative and friend) have a personal association with an employee at SAICA.

Name of SAICA associate	Relationship

3. The names of all directors/trustees/stakeholders/members, their individual identity numbers, must be indicated below:

Full Name	Identity Number



4. I, the undersigned

Full Name of Representative of Bidder:

.....

Identity Number:

Position:

hereby:

4.1 certify that the information provided in this declaration is true, correct and within my knowledge; and

4.2 accept that SAICA may reject the bid or, in addition to cancelling the agreement, action may be taken against me should this declaration prove to be false.

Signature: Date:

Bidding Company:



B: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Document must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
4. SAICA reserves the right to:
 - 4.1 Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - 4.2 Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
5. I, the undersigned, in submitting the accompanying bid as stated below, certify that:
 - 5.1 I have read and I understand the contents of this Certificate;
 - 5.2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
 - 5.3 I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
 - 5.4 each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
 - 5.5 for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:



- 5.5.1 has been requested to submit a bid in response to this bid invitation;
- 5.5.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.5.3 provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- 5.6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 5.7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 5.7.1 prices;
 - 5.7.2 geographical area where product or service will be rendered (market allocation);
 - 5.7.3 methods, factors or formulas used to calculate prices;
 - 5.7.4 the intention or decision to submit or not to submit, a bid;
 - 5.7.5 the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 5.7.6 bidding with the intention not to win the bid.
- 5.8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 5.9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 5.10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public



sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Bid name:

Bid No.:

Name of representative:

Signature:

Date:

Bidder: