

REQUEST FOR QUOTATION (“RFQ”)

SUPPLY AND DELIVERY OF 17 NOTEBOOKS AND 2 x DELL SERVER AND COMPONENTS



Bid Number	EWSETA/RFQ/01/2022
Bid Scope	SUPPLY AND DELIVERY OF 17 NOTEBOOKS AND DELL SERVER AND COMPONENTS
Issue Date	WEDNESDAY 13 APRIL 2022
Closing Date for submission of bids	THURSDAY 21 APRIL 2022 @13:00HRS
Inquiries (all inquiries should be in writing)	scmadmin@ewseta.org.za



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1. BACKGROUND INFORMATION

The Energy and Water Sector Education and Training Authority (“EWSETA”) is a statutory body established through the Skills Development Act of 1998 to enable its stakeholders to advance the national and global position of the energy and water sectors in the large, medium, small levy paying and non- levy paying companies across the sector.

2. PURPOSE

The objective of this bid is to appoint a suitable service provider to supply EWSETA with **Dell servers and Lenovo Notebooks** as per the specifications below;

3. SCOPE OF WORK

Item Details	Quantity
<p>2 X DELL SERVERS</p> <p>Dell EMC PowerEdge R750xs Server,3.5 Chassis 1,SAS/SATA Backplane 1,No Rear Storage 1, 2 CPU Configuration 1,Trusted Platform Module 2.0 V3 1,3.5” Chassis with up to 12 Hard Drives (SAS/SATA) 1,Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s,12M Cache, Turbo, HT (105W) DDR4-2666 2,Additional Processor Selected 1,High Performance Heatsink 2,Performance Optimized 1,3200MT/s RDIMMs 1,32GB RDIMM 3200MT/s, Dual Rank 16Gb,BASE x8 4,Unconfigured RAID 1,PERC H755 Adapter, Low Profile 1, 8TB SAS ISE 12Gbps 7.2K 512e 3.5in Hard Drive 1,Power Saving BIOS Settings 1,UEFI BIOS Boot Mode with GPT Partition 1,High Performance Fan x5 1,Dual, Hot-plug, PSU (1+1), 800, Mixed Mode 1C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m),Power Cord 2,Riser Config 0, Half Length, Low Profile, 5x16 +,1x4 slots 1,PowerEdge R750xs Motherboard 1, iDRAC9, Enterprise 15G 1,Broadcom 5720 Quad Port 1GbE BASE-Adapter, OCP NIC 3.0 1,PowerEdge 2U LCD Bezel 1,Dell EMC Luggage Tag R750xs 1,BOSS Blank 1 , No Quick Sync 1,iDRAC Factory Generated Password 1,iDRAC Group Manager, Disabled 1,No Operating System 1,No Media Required 1,ReadyRails Sliding Rails Without Cable, Management Arm 1,No Internal optical Drive 1,No Systems Documentation, No OpenManage DVD Kit 1,PowerEdge R750xs CSP Shipping EMEA1,(English/French/German/Spanish/Russian/Hebrew) 1,PowerEdge R750xs Shipping Material 1,PowerEdge Non BIS Marking 1,PowerEdge 2U CCC Marking, No CE Marking 1,Enterprise Order – EMEA. 1, Basic Next Business Day 36 Months 1, ProSupport and Next Business Day Onsite Service Initial, 36 Month(s) 1, Partner Operations Support 1, Configuration Services, Standard ISG System Report, Deliver Via Email 1, Air-Freight – PowerEdge 1</p>	<p>2</p>

<ul style="list-style-type: none"> • 3 X Managers Notebooks <p>LENOVO X390</p> <p>Model:20Q1SA7K00</p> <p>1x Processor ,1x Memory,1x 8GB DDR4 2666, Operating System Windows 10 Pro 64, Hard Drive,1x 512PCIeNVMeOPAL, Wireless Network,1x Intel Wireless-AC 9560 2x2 AC+BT5.0</p> <p>Ports: 1x Ethernet Camera,1x Graphics, 1x Monitor 13.3 FHD</p>	3
<p>14 X Lenovo Notebooks</p> <p>Lenovo ThinkPad L15 Gen 1 Notebook (20U3003KZA) – 10th Generation, Intel Core i510210U Processor, 8GB, DDR4 2666MHz RAM (1 x 8GB, 2 SODIMM Slots, 64GB Max), 512GB M.22280 NVMe Solid State Drive, 15.6-inch Full HD IPS AntiGlare 250 units, Display (1920 x 1080), No Optical Drive, Intel HD Graphics, 720p Webcam, 2 x Array Microphone, 2 x2W HD Stereo Speakers, RTL8852AE 11ax, 2x2 + Bluetooth 5.2, Connectivity:1 x Side docking connector, 1 x USB-C3.2 Gen 1 (support data transfer, Power Delivery and DisplayPort 1.2), 1 Ethernet (RJ-45), 1 x USB 3.2 Gen 1, 1x USB 3.2 Gen 1 (Always On), 1 x USB-C 3.2 Gen 2 (support data transfer, Power Delivery and DisplayPort 1.2), 1x HDMI 1.4b, 1 x Headphone/MicCombo Jack (3.5mm), 1 x microSD card reader, Windows 10 Pro 64-Bit</p>	14
<p>Lenovo 3 Year Onsite Warranty</p>	
<p>Notebooks bags</p>	14
<p>Managers bags</p>	3

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 Dell and Lenovo Partnership certificates (submit proof)

4.1.1.2 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. Individual consultants are also required to be registered on csd in their individual capacity and proof of registration must be submitted.

4.1.1.3 Completed and signed Standard Bidding Documents attached to the bid.

4.1.1.4 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.

4.1.1.5 Submit a valid Tax Clearance Certificate/ Tax Pin Certified copy of B-BBEE Certificate. 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.

4.1.1.6 A Joint Venture will qualify for the B-BBEE status level as a legal entity, provided that the legal entity submits their B-BBEE status level certificate. Failure on the part of the bidder to comply with the above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0) points.

4.2 Stage 3: Pricing and Preference Points Stage

4.2.1 Preference Points

For purpose of evaluating preference points, the following preference point systems will be applicable to all bids whereby preference points shall be awarded for Price; and B-BBEE Status Level of Contribution.

- The points scored in respect of B-BBEE contribution will be added to the points scored for price.
- The following formula will be used to calculate the points for Price:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of proposal or quotation

P_t = Comparative price of proposal or offer

P_{\min} = Comparative price of lowest acceptable proposal or offer

The following table must be used to calculate the score out of 20 for BBEE

B-BBEE Status Level of contributor	Number of points 80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims. A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified but may only score points out of 80 for price; and scores 0 points out of 20 for B-BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bidder. A bidder will not be awarded points for BBEE status level if it is indicated in the bid documents that such a bidder intends



subcontracting 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.

4.2.2 Financial Proposal

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

Item Details	Quantity	Unit cost	Total cost
Dell EMC PowerEdge R750xs Server,3.5 Chassis 1,SAS/SATA Backplane 1,No Rear Storage 1, 2 CPU Configuration 1,Trusted Platform Module 2.0 V3 1,3.5” Chassis with up to 12 Hard Drives (SAS/SATA) 1,Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s,12M Cache, Turbo, HT (105W) DDR4-2666 2,Additional Processor Selected 1,High Performance Heatsink 2,Performance Optimized 1,3200MT/s RDIMMs 1,32GB RDIMM 3200MT/s, Dual Rank 16Gb,BASE x8 4,Unconfigured RAID 1,PERC H755 Adapter, Low Profile 1, 8TB SAS ISE 12Gbps 7.2K 512e 3.5in Hard Drive 1,Power Saving BIOS Settings 1,UEFI BIOS Boot Mode with GPT Partition 1,High Performance Fan x5 1,Dual, Hot-plug, PSU (1+1), 800, Mixed Mode 1C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m),Power Cord 2,Riser Config 0, Half Length, Low Profile, 5x16 +,1x4 slots 1,PowerEdge R750xs Motherboard 1, iDRAC9, Enterprise 15G 1,Broadcom 5720 Quad Port 1GbE BASE-Adapter, OCP NIC 3.0 1,PowerEdge 2U LCD Bezel 1,Dell EMC Luggage Tag R750xs 1,BOSS Blank 1 , No Quick Sync 1,iDRAC Factory Generated Password 1,iDRAC Group Manager, Disabled 1,No Operating System 1,No Media Required 1,ReadyRails Sliding Rails Without Cable, Management Arm 1,No Internal optical Drive 1,No Systems Documentation, No Open Manage DVD Kit 1,PowerEdge R750xs CSP Shipping EMEA1,(English/French/German/Spanish/Russian/Hebre w) 1,PowerEdge R750xs Shipping Material 1,PowerEdge Non BIS Marking 1,PowerEdge 2U CCC Marking, No CE Marking 1,Enterprise Order – EMEA. 1, Basic Next Business Day 36 Months 1, ProSupport and Next Business Day Onsite Service Initial, 36 Month(s) 1, Partner Operations Support 1, Configuration Services, Standard ISG System Report, Deliver Via Email 1, Air- Freight – PowerEdge 1	2	R	R

LENOVO X390 Model:20Q1SA7K00 1x Processor ,1x Memory,1x 8GB DDR4 2666, Operating System	3	R	R
Windows 10 Pro 64, Hard Drive,1x 512PCIeNVMeOPAL, Wireless Network,1x Intel Wireless-AC 9560 2x2 AC+BT5.0 Ports: 1x Ethernet Camera,1x Graphics, 1x Monitor 13.3 FHD			
Lenovo ThinkPad L15 Gen 1 Notebook (20U3003KZA) – 10 th Generation, Intel Core i5-10210U Processor, 8GB, DDR4 2666MHz RAM (1 x 8GB, 2 SODIMM Slots, 64GB Max), 512GB M.22280 NVMe Solid State Drive, 15.6-inch Full HD IPS Anti-Glare 250 units, Display (1920 x 1080), No Optical Drive, Intel HD Graphics, 720p Webcam, 2 x Array Microphone, 2 x2W HD Stereo Speakers, RTL8852AE 11ax, 2x2 + Bluetooth 5.2, Connectivity:1 x Side docking connector, 1 x USB-C3.2 Gen 1 (support data transfer, Power Delivery and DisplayPort 1.2), 1 Ethernet (RJ-45), 1 x USB 3.2 Gen 1, 1x USB 3.2 Gen 1 (Always On), 1 x USBC 3.2 Gen 2 (support data transfer, Power Delivery and DisplayPort 1.2), 1x HDMI 1.4b, 1 x Headphone/MicCombo Jack (3.5mm), 1 x microSD card reader, Windows 10 Pro 64-Bit	14		
Manager Laptop bags	3	R	
Laptop bags	14	R	
Dell ROK Microsoft WS Standard 2019 - 16 Cores & 2VMs Warranty: 3Yr ProSupport and Next Business Day On-Site Service	19	R	R
VAT			R
Total inclusive of vat			R

Delivery should be made as per EWSETA timelines. Failure to meet this deadline will result in the cancellation of the purchase order. Only bidders with readily available stock should respond.

	Additional Requirement	Specify below
	Reference letters	Attach valid reference letters

	After sales support	Specify: _____ _____ _____
	Delivery Lead time	Specify: _____ _____
	Warranties	Specify _____ _____ _____

4.2.3 Vendor References

- 4.2.3.1 **Dell partnership certificate**- this will ensure that the servers are properly configured before delivered and support provided for any eventuality (first line support)
- 4.2.3.2 At least **three reference letters** / sites - proof of experience in the business-Only those suppliers should be preferred who assure supplies of equipment and related components. Thus, suppliers who suffer recurring shortages should be used with great care as it can adversely affect our production schedule.
- 4.2.3.3 **After sales support** – includes the provision of expert advice to the buyer before and after the sale of hardware and related items. Good service helps in maintaining good relations between the supplier and the buyer. The speed and effectiveness of arrangements to service and repair equipment is very important to such equipment.
- 4.2.3.4 **Delivery time** -The lead time i.e., time to get supplies, should be less so that there is a quick delivery of goods. Quick delivery reduces the amount of forward planning and increases the flexibility.
- 4.2.3.5 **Warranty** -specify product Standard Warranty, optional warranties and support

5. NOTES TO BIDDERS

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

- 5.1 A prospective service provider must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is therefore a condition of this bid that the tax matters of the bidder be in order at the time of award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.
- 5.2 The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- 5.3 EWSETA does not bind itself into making an appointment from proposals and offers received.
- 5.4 EWSETA reserves the right, at its sole discretion, to cancel this request for proposals, presentations and price or not to make any appointment at all.
- 5.5 EWSETA will not make upfront payments.
- 5.6 Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded;
- 5.7 The successful bidder will be informed of the outcome. A contract will only be deemed to be concluded when reduced to writing and signed by the designated responsible person of both parties (duly authorised). The designated responsible person of the EWSETA is the Chief Executive Officer or his written authorised delegate.
- 5.8 A probation period of 90 days will apply to the agreement.
- 5.9 The EWSETA undertakes to pay valid invoices in full within 30 (thirty) days if all supporting documents are submitted.
- 5.10 The service level agreement will be reviewed annually upon anniversary date.
- 5.11 Please note that any plagiarism of any sort contained within any bid or any other documents submitted to the EWSETA by any bidder will result in the disqualification of the respective bidder.
- 5.12 EWSETA may request clarification or further information regarding any aspect of the bidder. The bidder must provide the requested information within forty-eight (48) hours after the request has been made; otherwise the bidder may be disqualified.
- 5.13 In the absence of the individual a suitable replacement must be organised a week prior to the absence.
- 5.14 Scheduled outages, after hours or weekends. Must be part of total costs and NOT additional cost.

6. SUB-CONTRACTING

A tenderer will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points

that such a tenderer qualifies for unless the intended sub-contractor is an exempted micro-enterprise that has the capability and ability to execute the sub-contract.

7. SUBMISSION OF BIDS

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

8. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **THURSDAY 21 APRIL 2022 not later than 13H00**. Please note that no late proposals will be considered.

9. TENDER VALIDITY

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

10. FRAUD HOT-LINE

EWSETA subscribes to fair and just administrative processes. EWSETA, therefore, urges its clients, suppliers and the general public to report any fraud or corruption to:

EWSETA TIP-OFFS ANONYMOUS

Free Call: 0800 611 205

Email: ewseta@tip-offs.com

Or visit their website www.tip-offs.com

11. 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 interest¹ 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 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 consortium² 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

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.



intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 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

12. 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.