



# REQUEST FOR QUOTATION (“RFQ”)

## SUPPLY AND DELIVERY OF STATIONARY



<b>Bid Number</b>	<b>EWSETA/RFQ/027/2022</b>
<b>Bid Scope</b>	<b>SUPPLY AND DELIVERY OF STATIONARY</b>
<b>Issue Date</b>	<b>FRIDAY 27 MAY 2022</b>
<b>Closing Date for submission of bids</b>	<b>FRIDAY 03 JUNE 2022 @13:00HRS</b>
<b>Inquiries</b> (All inquiries should be in writing)	<a href="mailto:scmadmin@ewseta.org.za">scmadmin@ewseta.org.za</a>



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## 1. BACKGROUND INFORMATION


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

## 2. PURPOSE


















The objective of this bid is to appoint a suitable service provider to supply and deliver Stationary to EWSETA head office located in Parktown, Johannesburg as outlined below:















## 3. SCOPE OF WORK

Once off supply and delivery of Stationary. Please note that pictures are only used for sampling.

No	Description	Unit of measure	Quantity	Pictures
1	Orange Paper rim 500 sheet A4 Paper	Rim of 500	10	
2	light Purple paper rim 500 sheet A4 Paper	Rim of 500	10	Light purple - sample above
3	Green paper rim 500 sheet A4 Paper	Rim of 500	10	Green - sample above
4	Blue paper rim 500 sheet A4 Paper	Rim of 500	10	Blue- sample above
5	Yellow paper rim 500 sheet A4 Paper	Rim of 500	10	Yellow - sample above
6	Donau A4 Lever Arch File Assorted (e.g. Red, Blue, Orange and green)	Pack of 10	100	
7	Donau A4 Lever Arch File Board Black	Pack of 10	100	Black - sample above
8	Bantex A4 Lever Arch Presentation create a cover File	Pack of 10	50	
9	Bantex A4 Create A Cover File ,25mm	Pack of 10	50	Sample above
10	Treeline Design-A-File A4 2 D Ring 40mm Blue	Pack of 10	3	
11	Croxley A4 Report Binders Assorted	Pack of 5	50	
12	Croxley Presentation Folder Assorted	Pack of 10	50	
13	Croxley 2D PP Ring Binder Assorted	Pack of 10	50	
14	Treeline Collapsible Filing Box	Pack of 25	2	
15	Sticky Notes (Small) (Assorted colours in a pack)	50 sheets	50	

No	Description	Unit of measure	Quantity	Pictures
16	Sticky Notes (Medium) (Assorted colours in a pack)	50 sheets	50	Sample Above
17	Sticky Notes (Large) (Assorted colours in a pack)	50 sheets	50	Sample Above
18	Kores 12 x 45 mm Film Index Tabs Strips Page Marker with 8 Colours (Pack of 25 Sheets)	50 Packets	50	
19	Stick N Note Sign Here Assorted Neon Pop-Up Flags 45x12mm	50 Packets	50	
20	3M Post-it® Flag Sign Here 25.4mmx43.6mm 50 Flags per pack	50 flags per pack	50	
21	EnerGel Liquid Gel Pens (Blue)	Box of 12	30	
22	EnerGel Liquid Gel Pens (Red)	Box of 12	30	Sample above
23	EnerGel Liquid Gel Pens (Green)	Box of 12	30	Sample above
24	EnerGel Liquid Gel Pens (Black)	Box of 12	50	Sample above
25	Pentel Black Pen BK77-A	Box of 12	50	
26	Pilot BI-G2-5 Black Pen	Box of 12	50	
27	Pentel TechniClick 0.5mm Mechanical Pencil - Green Barrel	Box of 12	80	
28	Pentel Refill leads 0.5&0.7	Box of 100	50	
29	Paper Clips silver 33 mm	Box of 100	50	
30	Paper Clips silver 50 mm	Box of 100	50	Sample above
31	Gem Paper Clips (Silver) 77 mm	Box of 100	50	
32	Foldingback Clips black 5mm	Box of 12	50	
33	Foldingback Clips black 7mm	Box of 12	50	Sample above
34	Foldingback Clips black 13mm	Box of 12	50	Sample above
35	Ruler Assorted 30cm	1 each	50	
36	A4 Pack Plastic Pockets Multipunched 100s	50Packets	50	
37	Rexel Standard Stapler 200	1 each	50	
38	Rexel: Juno 210 Full Strip Plastic Stapler & Built-In Staple Remover - Black	1 each	50	
39	Rexel no.56 x5000 stapels	5000 stapels in a box	20	
40	Rexel Extract-It Staple Remover	Box of 12	5	

No	Description	Unit of measure	Quantity	Pictures
41	STD P-1000 Power 2-hole punch (100 sheets)	1 each	7	
42	PARROT PRODUCTS Heavy Duty Stapler 100*(23/6 23/23) Black 200 Pages	1 each	10	
43	Kangaroo DP 800 2 Hole Perforator Black Puncher	1 each	10	
44	Treeline A4 Dividers Board 10 Tab White	10 Tab	100	
45	ARO A4 Board File Dividers Multicolour 10-Tab	1 Tab	100	
46	Treeline Dividers Jan to Dec Printed Deep Tint Board Assorted - A4	1 Tab	50	
47	Lever Arch Labels Multicolour	Pack of 100	20	
48	Sharp EL2128V Semi-Desk Calculator	1 each	15	
49	Higlo highlighters. Pouch of 6. Assorted colours	Pouch of six	25	
50	Artline – Artline70 Black Permanent Marker	Pack of 12	10	
51	Artline High Performance Permanent Marker Red	Box of 12	10	Sample above
52	Artline High Performance Permanent Marker Blue	Box of 12	10	Sample above
53	Artline High Performance Permanent Marker Green	Box of 12	10	Sample above
54	ARO Whiteboard Markers Black	Box of 12	15	
55	ARO Whiteboard Markers Red	Box of 12	15	Sample above
56	ARO Whiteboard Markers Green	Box of 12	15	Sample above
57	ARO Whiteboard Markers Blue	Box of 12	15	Sample above
58	Bostik Prestik 100g	1 each	10	
59	Pritt Stick Large (22g)	1 each	50	
60	A4 2 Quire Notebooks Hardcover	1 each	70	
61	Energizer Max AA Batteries	Pack of 10	20	
62	AAA Max Energiser Batteries	Pack of 10	20	
63	A4 Exam Pad	1 each	20	
64	Croxley Polypropolene Presentation Folders assorted	Pack of 12	30	
65	A4 Primeline Carry Folder - Multicolours	Pack of 10	30	 5

No	Description	Unit of measure	Quantity	Pictures
66	ARO C4 Seal Easi Envelopes White	Pack of 50	30	
67	A3 White envelopes	Pack of 50	30	Sample above
68	2 tier plastic tray A4	1 each	15	
69	2 tier metal tray A4	1 each	3	
70	Parcel Delivery Book	1 each	10	
71	EL-73 Office / Home Scissors – 185mm Orange	1 each	80	
72	EL-73 Office / Home Scissors – Giant Orange	1 each	20	Sample above
73	Pentel Correction Tape (5mmx5m)	1 each	30	
74	Tippex liquid pen	1 each	30	
75	Treeline A5 150 Micron Laminating Pouch	Box of 100	79	
76	Rubber finger cone with rough finishing for easy counting or paging through paper – Size 1	Pack of 10	6	
77	Rubber finger cone with rough finishing for easy counting or paging through paper - Size 2	Pack of 10	7	Sample above
78	Rubber finger cone with rough finishing for easy counting or paging through paper - Size 3	Pack of 10	7	Sample above
79	ARO Small Eraser	1 each	30	
80	UniBinder 8.2L Machine  SPECIFICATIONS <ul style="list-style-type: none"> <li>• Dimensions: 480 x 295 x 390mm</li> <li>• 2 x Binding compartments (Binds 1 -340 Sheets)</li> <li>• 1 x Automatic Crimping Unit</li> <li>• 2 x Cooling compartments</li> <li>• Weight: 11.52kg</li> <li>• 220 - 240V ~50Hz</li> <li>• 2 x 175W</li> <li>• CE Certified</li> </ul>	1each	1	  
81	Hardboard for certificates (holders for envelopes) A4	1each	100	
82	Ellies 6 Way MultiPlug Switched	1 each	3	
83	Ellies 3m Extension cord	1 each	2	
84	Ellies 5m Extension cord	1 each	3	Sample above
85	Ellies 10m Extension cord	1 each	2	Sample above
86	Logitech B100 Optical USB Mouse	1 each	20	

**The offered product should match the specifications above. Failure to meet the specifications (description, unit of measure and quantity) above will result in an automatic disqualification.**

**Bidders should have available stock and be able to deliver within the desired turnaround time. Failure to meet our delivery times will result in the order being automatically cancelled.**

#### **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 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.
- 4.1.1.2 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 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.**

- 4.1.1.4 Submit a valid Tax Clearance Certificate/ Tax Pin. 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.
- 4.1.1.5 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 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 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.

#### 4.2.2 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.

No	Description	Unit of measure	Quantity	Unit cost	Total cost
1	Orange Paper rim 500 sheet A4 Paper	Rim of 500	10		
2	Light purple paper rim 500 sheet A4 Paper	Rim of 500	10		
3	Green paper rim 500 sheet A4 Paper	Rim of 500	10		
4	Blue paper rim 500 sheet A4 Paper	Rim of 500	10		
5	Yellow paper rim 500 sheet A4 Paper	Rim of 500	10		
6	Donau A4 Lever Arch File Assorted (e.g., Red, Blue, Orange and green)	Pack of 10	100		
7	Donau A4 Lever Arch File Board Black	Pack of 10	100		
8	Bantex A4 Lever Arch Presentation create a cover File	Pack of 10	50		
9	Bantex A4 Create A Cover File ,25mm	Pack of 10	50		
10	Treeline Design-A-File A4 2 D Ring 40mm Blue	Pack of 10	3		
11	Croxley A4 Report Binders Assorted	Pack of 5	50		
12	Croxley Presentation Folder Assorted	Pack of 10	50		
13	Croxley 2D PP Ring Binder Assorted	Pack of 10	50		
14	Treeline Collapsible Filing Box	Pack of 25	2		
15	Sticky Notes (Small) (Assorted colours in a pack)	50 sheets	50		
16	Sticky Notes (Medium) (Assorted colours in a pack)	50 sheets	50		
17	Sticky Notes (Large) (Assorted colours in a pack)	50 sheets	50		
18	Kores 12 x 45 mm Film Index Tabs Strips Page Marker with 8 Colours (Pack of 25 Sheets)	25 sheets in a packet	50		
19	Stick N Note Sign Here Assorted Neon Pop-Up Flags 45x12mm	25 sheets in a packet	50		
20	3M Post-it®Flag Sign Here 25.4mmx43.6mm 50 Flags per pack	50 flags per pack	50		
21	Energel Liquid Gel Pens (Blue)	Box of 12	30		
22	Energel Liquid Gel Pens (Red)	Box of 12	30		
23	Energel Liquid Gel Pens (Green)	Box of 12	30		
24	Energel Liquid Gel Pens (Black)	Box of 12	50		
25	Pentel Black Pen BK77-A	Box of 12	50		
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67	A3 White envelopes	Pack of 50	30		
68	2 tier plastic tray A4	1 each	15		
69	2 tier metal tray A4	1 each	3		
70	Parcel Delivery Book	1 each	10		
71	EL-73 Office / Home Scissors – 185mm Orange	1 each	80		
72	EL-73 Office / Home Scissors – Giant Orange	1 each	20		
73	Pentel Correction Tape (5mmx5m)	1 each	30		
74	Tippex liquid pen	1 each	30		
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81	Hardboard for certificates (holders for envelopes) A4	1each	100		
82	Ellies 6 Way Multiplug Switched	1each	3		
83	Ellies 3m Extension cord	1each	2		
84	Ellies 5m Extension cord	1each	3		
85	Ellies 10m Extension cord	1each	2		
86	Logitech B100 Optical USB Mouse	1each	20		
	<b>DELIVERY CHARGE</b>	<b>R</b>			
	<b>VAT</b>	<b>R</b>			
	<b>TOTAL INCL VAT</b>	<b>R</b>			

## 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](mailto:scmadmin@ewseta.org.za)

## 8. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **FRIDAY 03 MAY 2022 not later than 13H00**. Please note that no late proposals will be considered.

## 9. TENDER VALIDITY

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

## 10. FRAUD HOT-LINE

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

EWSETA TIP-OFFS ANONYMOUS

Free Call: 0800 611 205

Email: [ewseta@tip-offs.com](mailto:ewseta@tip-offs.com)

Or visit their website [www.tip-offs.com](http://www.tip-offs.com)

## 11. ANNEXURE 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



## **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.