



REQUEST FOR QUOTATION (“RFQ”)

**APPOINTMENT OF A MARKETING AND STRATEGIC COMMUNICATIONS MANAGER
FOR A PERIOD OF FOUR MONTHS**



Bid Number	EWSETA/RFQ/092/2022
Bid Scope	APPOINTMENT OF A MARKETING AND COMMUNICATIONS MANAGER FOR A PERIOD OF FOUR MONTHS
Issue Date	FRIDAY 13 JANUARY 2023
Closing Date for submission of bids	TUESDAY 24 JANUARY 2023
Inquiries (all inquiries should be in writing)	<u>scmadmin@ewseta.org.za</u>



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.

This was as a result of government commitment to promote active labour market policies and is demonstrated in the Skills Development Act of 1998 and the Skills Development Levies Act of 1999. As guided by its mandate, the EWSETA is an agent of transformation by promoting employment equity and broad-based black economic empowerment (B-BBEE) through skills development. In this context, the EWSETA is keen to form sustainable partnerships and/or collaborations that will further promote its support for transformation.

EWSETA’s Marketing and Communications’ Department collaborates with both external and internal stakeholders to promote the organisation’s mandate, position EWSETA as an “Authority” for skills development and training in the energy and water sectors and ensures that EWSETA’s brand and reputation is managed effectively and aligned to our RITE Values.

2. PURPOSE

The Energy and Water Sector Education and Training Authority (EWSETA) hereby invites a reputable marketing and communication consultants and agencies, who have extensive experience in providing the full spectrum of marketing and communications services, to submit a quotation for a 4-month period as the Marketing and Communications Manager at EWSETA.

This is a short-term appointment as EWSETA is currently in the process of implementing a new Organisation Design.

3. SCOPE OF WORK

EWSETA invites a reputable marketing and communications consultant / agency who has extensive experience **in providing marketing and strategic communication services**, to submit a quotation for a four (04) month contract as a the Marketing and Communications Manager.

RESOURCES REQUIRED	EXPERIENCE LEVEL	TERM
Marketing and Communications Manager	Management	4 months

The Marketing and Communications Manager requirements are outlined in more detail below. The successful bidder will be required to provide EWSETA with the scope of service as outlined in 3.1. below.

3.1 Detailed technical specifications for the Marketing and Communications Manager

Purpose and brief overview of the role

To manage the provision of strategic communication, public relations, events management and marketing services that promote the EWSETA profile, create awareness of the EWSETA as a thought leader and preferred business partner and effectively position the SETA in the sector and broader community as an Authority. This is achieved by:

1. Enhancing awareness of and promoting optimum visibility of the EWSETA as a thought leader, with strategic and potential strategic partners and stakeholder groups, through targeted and strategic communication, public and media relations initiatives together with appointed PR Agency and events.
2. Develop a stakeholder engagement strategy and strategic communications plan that effectively position and promote the EWSETA as the skills development authority within the sector.
3. Developing communication and marketing content emphasising the EWSETA as a thought leader and preferred business partner.
4. Planning, implementing and coordinating strategic communication initiatives and marketing events thereby promoting and enhancing stakeholder engagement and participation rates.
5. Coordinating and activating procedures and protocols for dealing with adverse situations impacting on the EWSETA's public profile.
6. Managing and updating of digital platforms i.e. manage all social media activity
7. Creation and dissemination of internal communication
8. Initiate the 2022/2023 Annual Report project
9. Ensure the implementation and adherence to the EWSETA POPIA Compliance Framework

Key Responsibilities

Key responsibility	Weight	Functions
1. EWSETA Strategy Development, Implementation and Monitoring	3	1.1 Cascade EWSETA strategic plan to the Marketing and Communications Strategy and Operational Plan. 1.2 Provide operational input to the EWSETA Annual Performance Plan (APP) for the Marketing and Communications function. 1.3 Develop standardized strategy presentations 1.4 Represent EWSETA on relevant committees and forums to ensure communication strategy and initiatives are aligned to sector and national priorities

Key Responsibilities		
Key responsibility	Weight	Functions
2. Stakeholder Engagement Strategy	5	<p>2.1. Co-create the EWSETA Stakeholder Engagement Strategy with relevant internal stakeholders, based on a medium-term view of requirements and strategic intent</p> <p>2.2. Consult and network with the various departments on communication requirements and determine appropriate action.</p> <p>2.3. Compile and implement the annual strategic communications plan</p> <p>2.4. Develop guidelines and protocols for stakeholder relationship management and engagement with strategic partners.</p> <p>2.5. Compile monthly progress reports</p> <p>2.6. Implement and coordinate the cross-functional delivery of an integrated communication and marketing strategy and related programmes across EWSETA.</p> <p>2.7. Assist and provide support to the management team regarding preparation and dissemination of key announcements and matters related to the EWSETA operations to ensure consistent messaging and timing across internal and external interest groups and stakeholders.</p>
3. Strategic Communications Development and Monitoring	10	<p>3.1. Manage and oversee strategic communication projects and campaigns as per the strategic communications plan</p> <p>3.2. Provide focused strategic communications support to all internal departments across the EWSETA to effectively communicate key messages and build internal branding according to the Stakeholder Engagement Strategy and objectives.</p> <p>3.3. Implement printed and digital advertising campaigns.</p> <p>3.4. Roll out printed, digital and radio information, communication and advertising campaigns to reach all the targeted populations to support EWSETA projects, career exhibitions and marketing initiatives as required.</p> <p>3.5. Edit EWSETA official documents for grammar and style and ensure all EWSETA official documents are proofread according to language norms and standards.</p> <p>3.6. Manage the service level agreements with any communications vendor/s to ensure the strategic communications objectives of the entity are met</p>

Key Responsibilities		
Key responsibility	Weight	Functions
4. Brand Image	5	<p>4.1. Manage communication tools and channels that convey the EWSETA’s values, culture, mission, vision, and business objectives to its internal and external stakeholders and strategic partners.</p> <p>4.2. Provide guidelines to managers regarding EWSETA representation to ensure reputation, brand and image management and consistency in accordance with the communications and marketing strategy and to enhance the image of EWSETA as thought leader in the sector.</p> <p>4.3. Manage EWSETA logo, signage, document branding (letterheads, certificates, etc.) and presentation formats according to the organisation’s Corporate Identity Manual</p>
5. Public and Media Relations	10	<p>5.1. Brief, prepare and support the EWSETA Spokesperson in all circumstances that require EWSETA to respond to media</p> <p>5.2. Lead the drive to raise general public awareness of EWSETA programmes and mandates through press releases, advertising and other promotional activities.</p> <p>5.3. Conduct weekly monitoring meetings and monthly detailed status and forward planning meetings with relevant stakeholders with regards to Public Relations (EWSETA has an appointed PR agency)</p> <p>5.4. Produce content briefs regarding media releases and public distribution of information aligned to the Strategic Communications Plan and emerging public relations content.</p> <p>5.5. Review the draft submissions from communications and marketing vendors and recommend changes or submit to the Corporate Services Executive for approval before giving approval for the release to be distributed.</p>
6. Internal Communications and Employee Engagement	10	<p>6.1. Manage and update all internal communication platforms such as noticeboards, posters, EWSETA intranet, email banners etc.</p> <p>6.2. Development and co-manage the implementation of the EWSETA Employee Engagement Strategy with HR Manager</p> <p>6.3. Implement the employee engagement activities as per the annual plan</p>
7. Digital Platforms	7	<p>7.1. Co-create, implement and maintain effective digital communications.</p> <p>7.2. Compile and implement a social media and digital platform operational plan as part of the overall strategic communications plan.</p>

Key Responsibilities		
Key responsibility	Weight	Functions
		<p>7.3. Manage the EWSETA websites and vendors to ensure a technically efficient website that is updated continually with the latest trends in the strategic focus areas and applicable information.</p> <p>7.4. Oversee the development of website-specific content and ensure search engine listing.</p> <p>7.5. Optimise the effectiveness of digital platforms for communication purposes and increase the interactive use of EWSETA digital and social media platforms by stakeholders, users/followers.</p> <p>7.6. Ensure consistent and relevant EWSETA communication activity across all social media and digital platforms.</p> <p>7.7. Liaise with the ICT function for the technical maintenance of the EWSETA websites and digital platforms.</p>
8. Event Management and Administration	10	<p>8.1. Compile, schedule and manage the EWSETA annual events calendar.</p> <p>8.2. Compile event project plans with allocated responsibilities and schedules and ensure that the staff and managers required are scheduled and informed.</p> <p>8.3. Ensure EWSETA Executive Management and manager diaries are booked, and briefing packs prepared for relevant managers in advance</p> <p>8.4. Conduct project meetings with the relevant stakeholders to plan, strategise and confirm scope, type of event (e.g., External location; on-line; internal) and logistics.</p> <p>8.5. Initiate the SCM/Procurement process for external events regarding branding, design, venues, audio-visual and other equipment, external suppliers etc.</p> <p>8.6. Implement the event project plan and monitor progress through project meetings.</p> <p>8.7. Decide on and implement corrective action when needed.</p> <p>8.8. Prepare all strategic communication required for the event e.g., presentations / brochures / press release / social media content etc and have all approved by the Executive: Corporate Services prior to the event</p> <p>8.9. Conduct a rehearsal of the event to identify potential problems, take corrective action if necessary and identify contingency actions.</p> <p>8.10. Ensure availability of relevant promotional material if required.</p>

Key Responsibilities		
Key responsibility	Weight	Functions
		<p>8.11. Coordinate all requirements and logistics on the day of the event and trouble shoot, take corrective action or implement contingency action if required.</p> <p>8.12. Conducts project and event debrief sessions to evaluate the event.</p> <p>8.13. Compile an events close-out report for submission to the relevant stakeholders.</p>
9. Annual Reports and Publications	10	<p>9.1. Manage and oversee the publication of the Annual Report together with appointed service provider</p> <p>9.2. Publish the reports and plans on the EWSETA website and relevant digital platforms and submit to the various Statutory Entities, Governance Stakeholders (National Treasury, DHET, Auditor General, Parliament, National Libraries etc.) in the required format, according to schedule.</p> <p>9.3. Oversee the development and production of additional publications such as the EWSETA Quarterly Newsletters, banners, information brochures, pamphlets and programme information as needed to ensure compliance with communication and marketing strategies</p> <p>9.4. Coordination and management of EWSETA publication activities, including content management, editing, norms for publishing, design, liaison with agencies, graphic designers and other suppliers to oversee production of publications.</p> <p>9.5. Ensure all EWSETA official documents are proofread according to language norms and standards.</p> <p>9.6. Prepare speeches for Executive Management of the EWSETA.</p>
10. Marketing Services	10	<p>10.1. Define, develop and lead the provision of marketing services that effectively position and promote the EWSETA as the skills development authority within the sector.</p> <p>10.2. Plan and successfully implement and coordinate segmented (targeted) EWSETA marketing initiatives and events thereby promoting an enhanced engagement and participation of all stakeholders.</p> <p>10.3. Identify the need with internal stakeholders for marketing support and material</p>

Key Responsibilities		
Key responsibility	Weight	Functions
		10.4. Manage the design, development, procurement and provisioning of marketing material within the established CI guidelines
11. Records Management and Security		11.1. Establish a culture within the department that standardizes the collection, storage, retention and disposal of records within the function 11.2. Ensure the implementation and adherence to the EWSETA POPIA Compliance Framework within the function
12. People Management	10	12.1. Manage and develop staff within the context of the Labour Relations Act, Employment Equity Act, Basic Conditions of Employment Act and the Skills Development Act. 12.2. Unite employees around the EWSETA values and personally demonstrate the values in everyday behaviour. 12.3. Build and maintain a positive, empowering, performance-driven culture within the function 12.4. Promote cross-functional support and teamwork to break down silos and to harness multi-disciplinary knowledge, insights and skills. 12.5. Manage staff activities, ensuring service levels are met and protocols are adhered to. 12.6. Manage staff leave and general time management issues in line with organisational deliverables and standards. 12.7. Ensure that all employees in the function have an active, needs-driven PDP supported by the EWSETA and champion staff training and development using available training opportunities or contributing to the development of new training solutions. 12.8. Maintain optimal employment relations in area of responsibility and follow labour relations policies and procedures to ensure fairness. 12.9. Lead the team towards meeting the strategy and targets through regular communication and use of the full organisational talent management tool set. 12.10. Establish regular (at least monthly) team and one-on-one meetings (between self and direct reports, and managers and their direct reports) within the function to provide feedback, share information and build morale.

Key Responsibilities		
Key responsibility	Weight	Functions
		<p>12.11. Ensure that records of meetings are kept and shared across the team and that action plans agreed to within team meetings are delivered upon.</p> <p>12.12. Establish other effective communication structures and systems to ensure real-time vertical and horizontal communication.</p> <p>12.13. Drive a change management culture within the communication and marketing department through the implementation of change management activities aligned to various critical organisational projects</p>
13. Governance	3	<p>13.1. Monitor compliance to EWSETA policies and procedures, e.g., delegations of authority.</p> <p>13.2. Manage the EWSETA's Internal and External Audit Strategy and Plans in relation to Communications and Marketing, as well as process.</p> <p>13.3. Provide Communications and Marketing advice, leadership and guidance to EWSETA management on an ongoing basis to ensure compliance and governance.</p> <p>13.4. Prepare for, participate, advise and report to Board Sub-Committees as and when required.</p> <p>13.5. Report on the Communications and Marketing function's finances to executive leadership, as well as governance Committees.</p>
14. Risk Management	2	<p>14.1. Implement the Marketing and Communications function's risk treatment plans.</p>
15. Financial and Asset Management	2	<p>15.1. Manage and control the Communications and Marketing Function's budget and report monthly to the Corporate Services Executive on budget expenditure.</p> <p>15.2. Drive sustainability initiatives, minimising costs, and identifying cost efficiencies.</p> <p>15.3. Manage the responsible and optimal use of fixed and operational assets.</p> <p>15.4. Ensure effective management of external contractors and suppliers within the department.</p>

Competency Requirements	
EWSETA PREREQUISITE COMPETENCIES - MANAGER	<ul style="list-style-type: none"> ▪ Building Client Loyalty ▪ Aligning performance for success ▪ Coaching ▪ Building a successful team ▪ Continuous improvement
EWSETA CORE COMPETENCIES	<ul style="list-style-type: none"> ▪ Stakeholder orientation ▪ Building collaborative working relationships ▪ Driving for results ▪ Continuous learning ▪ Quality Orientation ▪ Demonstrating personal integrity
KNOWLEDGE	<ul style="list-style-type: none"> ▪ Communication practices and processes ▪ Public Relations principles and processes ▪ Media liaison principles and processes ▪ PFMA, SDLA, SDA and all other legislation that is applicable to a SETA environment ▪ Event Management ▪ Website design ▪ Multimedia communication ▪ Social media ▪ The Skills Development ecosystem ▪ Stakeholder management frameworks ▪ Energy and Water Sector Knowledge ▪ Employee engagement frameworks and practices
SKILLS	<ul style="list-style-type: none"> ▪ Fluency in English both oral and written ▪ Professional writing ▪ Editing skills ▪ Verbal and Written Communication ▪ Interpersonal Skills ▪ Public Speaking ▪ Presentation Skills ▪ Negotiation Skills ▪ Relationship Building and Networking
ATTRIBUTES	<ul style="list-style-type: none"> ▪ Diplomacy ▪ Persuasive

Competency Requirements	
	<ul style="list-style-type: none"> ▪ Creative ▪ Resilient ▪ Confidence to interact at all levels and cross functionally ▪ Deadline driven ▪ Initiative and assertive ▪ Tolerant of stress and pressure ▪ Proactive ▪ Results/Goal oriented ▪ Decisive and able to quickly react to changing environments
Working Conditions	
<ul style="list-style-type: none"> • Office-based • Office hours Monday - Friday (08:00 – 17:00) • Domestic travel on a regular basis when required 	

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 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 – Functionality evaluation

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 35 points (out of the 50 points), i.e. 70%, for Functionality in order proceed to the skills assessments/interviews stage.

CRITERIA

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

Criteria	Scoring	Weighted score
<p>Experience of the candidate who will be appointed to undertake and execute all related functions.</p> <p>Experience must cover the following functional areas:</p> <ul style="list-style-type: none"> - Marketing - Brand management - Events - Stakeholder Engagement - Public Relations - Internal Communications - Website Management - Digital media <p>Bidders must attach a detailed CV indicating the candidates experience in the above areas and the years of experience of the candidate (<i>only one CV per bidder to be submitted</i>)</p>	<p>Demonstrable Experience of the marketing and communications expert in the related functional areas</p> <p>10+ years' experience in related functional areas of which at least 5 years should be in a management/supervisory capacity = 30 points</p> <p>7- 9 years' experience in related functional areas of which at least 3 years should be in a management/supervisory capacity = 20 points</p> <p>5- 8 years' experience in related functional areas of which at least 2 years should be in a management/supervisory capacity = 15 points</p> <p>Less than 5 years' of relevant experience = 0 points</p>	30

	Experience within a SETA environment	10
Qualifications of the candidate Post-Graduate, B Degree or equivalent (NQF level 7) in relevant field, e.g., Marketing/Communications/Public relations/Media Relations or related <i>Bidders must attach relevant certified copies of highest qualifications/ certificate. Certification may not be older than 3 months. Uncertified qualification/professional certificates will not be accepted as authentic. Foreign qualifications are required to be accompanied by a SAQA evaluation</i>	Qualifications Relevant certification/qualification in related field = 10 points <u>Irrelevant/less certification / qualification = 0 points</u>	10
	TOTAL	

Skills Assessment / Interviews of Shortlisted Candidates

Based on the Bid Functionality Evaluation, EWSETA will invite short-listed candidates for an interview as part of the bid evaluation process. Minimum pass rate of **70** points will be required for each candidate to be considered for Stage 3: Pricing of the evaluation process.

4.3 Stage 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.
- 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.

4.3.2 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.

Pricing schedule is compulsory and failure to complete same in prescribed manner as per the Annexure B and without alterations may result in disqualification of the bid during the financial evaluation process.

Item	Total Cost per month (INC. VAT)
Marketing and Communications Manager for a period of 4 months	R
Overtime rate per hour	R

Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered. Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement

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 **TUESDAY 24 JANUARY 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

5. 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.

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

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