



TERMS OF REFERENCE

REQUEST FOR PROPOSAL (“RFP”)

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND MAINTENANCE OF PRINTING SERVICES FOR A PERIOD OF FIVE (05) YEARS



Bid Number	EWSETA/RFP/05/2023-4
Bid Scope	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND MAINTENANCE OF PRINTING SERVICES FOR A PERIOD OF FIVE (05) YEARS
Issue Date	TUESDAY 05 MARCH 2024
Closing Date for submission of bids	THURSDAY 28 MARCH 2024 @11H00AM
Inquiries (all inquiries should be in writing)	scmadmin@ewseta.org.za ; THE FINAL DATE OF INQUIRIES: 19 MARCH 2024

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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 No 97 of 1998 (the Act) to enable its stakeholders to advance the national and global position of the energy and water sector by facilitating the effective development of skills required to respond to related imperatives as envisaged in the National Development Plan (NDP).

The EWSETA is strategically positioned as an authority of skills development that effectively supports Government national plans and strategies. Furthermore, EWSETA is responsible for responding to the many skills-related needs of the sector and its respective labour markets.

By carrying out its primary mandate, the EWSETA incrementally achieves skills development imperatives and related outcomes over the long term.

2. OBJECTIVE

The objective of this request for proposals aims to appoint a competent service provider to provide managed printing services which includes the installation of multifunction printers with scanning and copy functionalities, maintenance of the machines and supply of cartridges for the EWSETA Offices for a period of five (5) years in the following offices.

- Head Office in Gauteng Province
- Western Cape Province
- Northwest Province
- Free State Province

Provincial offices may vary depending on the EWSETA provincial plan.

3. SCOPE OF WORK

The service provider will be expected to provide the following:

Print management which allows the following:

- Follow-me printing.
- Authentication via Multifunction printer panel.
- Complete copy, scan and print accounting.
- Displays job lists, job previews & print job information.
- Central management for all Multifunction printers.
- Central reporting system / security and printing reports.
- Cluster support.

- Monitoring of the device in terms of Toner levels, Maintenance / Servicing warnings and usage.
- Toner supply and delivery, this includes collection and disposal of old toners.

Responsibilities of the service provider regarding safety and environment impact:

Service provider to ensure that all parts and machinery are secure and not harmful to the environment and/or EWSETA staff members.

Description	Quantity	Specifications	Location
Bulk Scanner	5	<ul style="list-style-type: none"> • Scanner type: A3 flatbed scanner, • Scanning resolution: 600 dpi x 600dpi (Horizontal x Vertical,) • Paper formats: A3, A4, A5, A6, B5, B6, Letter, Legal, and Executive. • Reliability daily duty cycle: ± 8,000 Pages • PaperCut functionality Duplex scan: Yes	1 X Head Office. 1 X Western Cape Office 1 X Brits Office 1 X Mahikeng Office 1 X Bloemfontein Office
Multi-Function Printer (MFP)	1	<ul style="list-style-type: none"> • Colour Copy, Colour Scanning & Colour Print. • Scan-to-email • Scan-to-FTP (Folder) • Scan-to-SMB • Scan-to-Box • Scan-to-USB • ± 75 PPM. • ± 100 sheet bypass tray. • ± 1000 paper capacity A4 & A3 sheets. • ± 100 Sheet Dual Scan document feeder. • Simplex & Duplex printing. • 250GB HDD • 2GB Ram • ± 50 Sheet staple finisher with punch unit. • 1 Extra A4 3000 sheet Large Capacity tray • PaperCut functionality Must support secure mobile printing Mac, iOS, Android, Windows mobile. Etc.	Head Office
MFP	9	<ul style="list-style-type: none"> • Colour Printing, Colour Copy, Colour Scanning • Scan-to-email • Scan-to-FTP (Folder) 	5 X Head Office 1 X Western Cape Office 1 X Brits Office

Description	Quantity	Specifications	Location
		<ul style="list-style-type: none"> • Scan-to-SMB • Scan-to-Box • Scan-to-USB • ± 30 PPM. • ± 100 sheet bypass tray. • ± 1000 paper capacity A4 & A3 sheets. • ± 100 Sheet Dual Scan document feeder. • Simplex & Duplex printing. • 250GB HDD • 2GB Ram • PaperCut functionality <p>Must support secure mobile printing Mac, iOS, Android, Windows mobile etc.</p>	<p>1 X Mahikeng Office</p> <p>1 X Bloemfontein Office</p>

Notes to bidders:

- **Bidders must submit the proposed machinery brochure.**
- **Bidder must note that ownership of the goods will be transferred to EWSETA after the contract term, and this will be stipulated on the Service Level Agreement (SLA).**

4. EVALUATION CRITERIA

4.1 Stage 1: Pre-Qualification Criteria

4.1.1 Submission of Compulsory Documents:

Prospective bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

4.1.1.1 Prospective bidders are required to provide proof of registration with the Central Supplier Database by submitting the Central Supplier Database (CSD) report. In case of a Joint Venture, each party must provide proof of registration with CSD.

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

4.1.1.3 In case of a Joint Venture, a signed written agreement between the parties which must clearly set out the roles and responsibilities of each member and include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.

4.1.2 Non-compulsory documents

Prospective bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria may be disqualified.

4.1.2.1 Submit a valid Tax Clearance Certificate/ Tax Pin. A prospective 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 the award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.

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

4.2 Stage 2: Technical/Functionality

An assessment of Functionality for each discipline as per scope of work will be based on the evaluation criteria noted in the table below. Each of the evaluation criteria in the table will carry a weighting as indicated, and the bidder will be required to score a minimum of **75 points** (out of the 100 points), i.e., 75% for Functionality to proceed to Stage 3 of the evaluation process.

CRITERIA

Criteria	Scoring	Weighted score
<p>Reference Letters</p> <p>Reference letters from different clients as evidence of related services successfully conducted.</p> <p>NB: The Reference Letter(s) must not be older than 3 years must be on the letterhead of the previously serviced client and should reflect at least name of the client, title of the related work conducted, year conducted and completed, contactable reference name and contact details and signed by the appropriate delegate. The Reference Letter must indicate the quality of the service rendered.</p>	<p>5 letters attached = 25 points</p> <p>4 letters attached = 20 points</p> <p>3 letters attached = 15 points</p> <p>2 letters attached = 10 points</p> <p>1 letter attached = 5 points</p> <p>No reference letters attached / unsatisfactory services rendered = 0 points</p>	25
<p>Key Personnel Capacity</p> <p>The service technicians of the bidder must be trained and certified by the manufacturer of the proposed multifunction printer models and provide proof thereof. Bidder must indicate evidence of availability of a technician per location of EWSETA's offices.</p>	<p>Gauteng = 5 points</p> <p>North West = 5 points</p> <p>Western Cape = 5 points</p> <p>Northern Cape = 5 points</p>	20

Criteria	Scoring	Weighted score
<p>One technician with a certificate and proof of address for the respective province. Bidders must ensure that they attach both for each Province to be awarded points.</p> <p>Note: One technician may not service two provinces.</p>	<p>No accreditation/training certificate and proof of address in the respective province = 0 points</p>	
<p>Risk and Professional Indemnity</p> <p>Bidder must provide details of all relevant insurances maintained (public liability, professional indemnity).</p>	<p>Certified copy of the Public Liability certificate = 5 points</p> <p>Certified copy of the Professional Indemnity certificate = 5 points</p> <p>No insurance certificates = 0 points</p>	10
<p>Methodology and approach</p> <p>Bidder must submit a detailed methodology and approach clearly indicating all the response times, listing of scheduled repair/replacement of covered equipment, prompt response times, lines of communications, and safety testing</p>	<p>Fault Reporting Procedures – Please describe in detail your fault reporting procedures and tracking = 5 points</p> <p>Printer Malfunction Procedures - Please describe the processes and procedures in your organisation to address printer malfunctions, and which will ensure that EWSETA requirements are met or surpassed, and that business operations are not hampered by such incidents of malfunction = 20 points</p> <p>Customer Service Plan - Provide details of the Customer Service Plan you would undertake for this contract = 15 points</p>	40
<p>Company profile</p> <p>Bidder must submit a detailed company profile clearly indicating years of experience and services rendered.</p>	<p>Services rendered by the service provider = 2.5 points</p> <p>Prospective bidder's years of experience with at least 3 relevant years or more = 2.5 points</p> <p>No profile attached = 0 points</p>	5
TOTAL		100

4.3 Stage 3: Pricing and Specific Goals Stage

- 4.3.1 The applicable preference point system for this tender is the 80/20 preference points system; 80 points are awarded for price and 20 points are awarded for specific goals.
- 4.3.2 The points scored in respect of specific goals will be added to the points scored for price.
- 4.3.3 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 price of tender under consideration

P_t = Price of tender under consideration

P min = Price of lowest acceptable tender

4.4 Points awarded for specific goals

For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

	Points
Price	80
Specific goals:	
B-BBEE Status level contribution	20
Total points for Price and Specific goals	100

The following table must be used to calculate the score out of 20 for BBBEE status level contribution.

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

- 4.4.1 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.
- 4.4.2 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified but may only score point out of 80 for price; and scores 0 points out of 20 for B-BBEE.
- 4.4.3 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bidder.

- 4.4.4 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.

4.5 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 it same in the prescribed manner without alterations, as per the table below, may result in disqualification of the bid pricing proposal during the financial evaluation stage.

A. Rental schedule:

Description	Quantity	Monthly cost	Year 1	Year 2	Year 3	Year 4	Year 5
Bulk Scanner	5	R	R	R	R	R	R
MFP Colour Copy, Colour Scanning & Colour Print, ± 75 PPM.	1	R	R	R	R	R	R
MFP Colour Copy, Colour Scanning & Colour Print, ± 30 PPM.	9	R	R	R	R	R	R
Total Amount Exclusive of VAT		R	R	R	R	R	R
Total cost for the 5-year period excluding VAT							R

B. Once off Costs:

Description	Costs (excluding VAT)
Print Management Software	R
Installation/Commissioning	R
Other Costs: (please specify)	R
SUB-TOTAL C: Total Once-off Costs (Inclusive of VAT)	R

C. Indicative Variable Monthly Costs – Based on estimated consumption:

	Estimated number of pages for bid evaluation purposes only	Cost Per Copy (Excluding. Vat)				
		Year 1	Year 2	Year 3	Year 4	Year 5
Cost per copy for colour prints – A4	45 000	R	R	R	R	R
Cost per copy for B/W prints – A4	110 000	R	R	R	R	R
Cost per copy for colour prints – A3	5 000	R	R	R	R	R
Cost per copy for B/W prints – A3	10 000	R	R	R	R	R
Total VAT Exclusive		R	R	R	R	R
Total cost for the 5-year period excluding VAT						R

D. Total cost for the 5-year period + Once-off Costs:

SUB TOTAL – A - (monthly rental costs)	R
SUB TOTAL – B - (once-off costs)	R
SUB TOTAL – C – (monthly variable costs)	R
Total VAT Exclusive	R
VAT @15%	R
Total VAT Inclusive	R

The estimated number of prints are for pricing comparatives purposes only and not for contracting. At contracting, the bidder will charge per the actual number of prints based on the cost per page.

The cost per copy charge may not be inflated if the monthly printed volume of a specific multifunction printer is within the recommended monthly print volume as specified for that particular model multifunction printer by the manufacturer. The recommended monthly print volume as specified by the manufacturer must be clearly indicated in the maintenance agreement.

The cost per copy may only be inflated if the monthly printed volume for a specific multifunction printer exceeds the recommended monthly print volume of the particular printer as specified by the manufacturer and must be clearly indicated in the pricing schedule as well as in the maintenance agreement. The rate of inflation (stepping up regime) must be described in detail.

Service rates based on price per page, clearly stating the number of colour prints and mono prints must be included on the monthly billing.

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:

- 6.1 A prospective bidders must ensure that that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is therefore a condition of this bid that the tax matters of the bidder be in order at the time of award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.
- 6.2 The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- 6.3 Bids received late shall not be considered under any circumstances. A bid will be considered late if it arrives after 11:00 o'clock on/after the closing date.
- 6.4 EWSETA does not bind itself into making an appointment from proposals and offers received.
- 6.5 The lowest price or any quotation will not necessarily be accepted, and the EWSETA reserves the right to accept the whole or any portion of a quotation.
- 6.6 EWSETA reserves the right, at its sole discretion, to cancel this request for proposals, presentations and prices or not to make any appointment at all.
- 6.7 EWSETA will not make upfront payments.
- 6.8 Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded.
- 6.9 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 authorized). The designated responsible person of the EWSETA is the Chief Executive Officer or her/his written authorized delegate.
- 6.10 Please note that any plagiarism of any sort contained within any bid or any other documents submitted to the EWSETA by any bidder will result in the disqualification of the respective bidder and may potentially have legal ramifications.
- 6.11 EWSETA may request clarification or further information regarding any aspect of the bidder. The bidder must provide the requested information within forty-eight (48) hours after the request has been made; otherwise, the bidder may be disqualified.
- 6.12 Nothing, as stipulated in these Terms of Reference may be amended without the written confirmation of the Chief Executive Officer of EWSETA or his/her delegated authority.
- 6.13 Any possible staff changes during the engagement must be done in consultation and approval of the EWSETA.



6. SUBMISSION OF BIDS

Bidders are required to submit **ONE original plus two copies and an electronic copy on a USB** of the bid document which should be hand-delivered to the following address.

EWSETA, 22 Wellington Road, Parktown, 2193

The **Bid number, Title of the bid, and name of the bidder** must be endorsed on the envelope:

Bidders are required to submit their proposals in two (2) sealed envelopes in the following format:

Envelope 1: Technical Proposal

Marked with the name of the bidder, contact details, company address, closing date, and Titled: Technical Proposal for EWSETA Tender No: **EWSETA/RFP/05/2023-4**

Section 1 : Compliance Documents

Section 2 : Technical proposal

- a. Reference letters
- b. Key personnel capacity
- c. Risk and professional indemnity
- d. Methodology and approach
- e. Company profile

Envelope 2: Price Proposal:

Marked with name of bidder, contact details, company address closing date, and clearly titled indicating tender number **EWSETA/RFP/05/2023-4**

It must contain the price proposal and valid BEE certificate for EWSETA Tender No: **EWSETA/RFP/05/2023-4**

7. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **THURSDAY 28 MARCH 2024 not later than 11H00**. Please note that no late proposals will be considered. Submissions during office hours at the reception. Bidders must sign the register.

8. TENDER VALIDITY

This RFP shall be valid for 90 days calculated from Bid closing date.

9. 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@thehotline.co.za Or visit their website www.thehotline.co.za

10. 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

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**

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.

2.2.1 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 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

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.

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

11. 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.