

REQUEST FOR PROPOSAL (“RFP”)

PROVISION OF BURSARY MANAGEMENT SERVICES FOR A PERIOD OF THREE (03) YEARS



Bid Number	EWSETA/RFP/02/2023-4
Bid Scope	PROVISION OF BURSARY MANAGEMENT SERVICES FOR A PERIOD OF THREE (03) YEARS
Issue Date	FRIDAY 24 NOVEMBER 2023
Non-Compulsory briefing session	TUESDAY 12 DECEMBER 2023 @ 10:30am
Closing Date for submission of bids	TUESDAY 23 JANUARY 2024 @ 11:00am
Inquiries (all inquiries should be in writing)	scmadmin@ewseta.org.za ;

The non-compulsory briefing meeting will be hosted on the virtual platform Microsoft Teams. Interested parties can access the meeting via the link below:

[Click here to join the meeting](#)

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1. BACKGROUND INFORMATION

- 1.1 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. Bursary programmes are classified as one of the PIVOTAL learning programmes supported by the Energy and Water SETA. They are structured learning programmes that promote learning both for worker development and for unemployed youth. This intervention contributes to expansion of qualified professionals and specialisations within the Energy and Water Sector.
- 1.2 Bursaries support is articulated in our Grants policy as follows:
 - 1.2.1 Bursaries are study grants for students to enrol at SAQA-recognised higher education and training institutions on programmes relevant to the energy and water sector.
 - 1.2.2 The bursary should lead the beneficiary to obtain a full qualification.
 - 1.2.3 The continuation of these bursaries (annual renewal) is dependent on the beneficiary registration and performance. This requirement will be clearly communicated to each beneficiary upon the approval of the aforementioned bursary prior to the beneficiary accepting the award.
 - 1.2.4 Funding cannot be used to cover expenses such as late registration fees, application fees, or fees related to changing of subjects. The specific expenses that can be covered will be listed in the funding agreement. All other expenses outside of the funding Agreement will not be paid.
- 1.3 Below is a depiction of the EWSETA bursary administration process.



2. OBJECTIVES OF THE PROJECT

- 2.1 EWSETA seeks to appoint a competent, experienced, and reputable Service Provider to provide Bursary Management services to the EWSETA for a period of 3 years. This is to ensure effective and efficient alignment with the current approved Discretionary Funding Policy, implement contracting, registration, reporting and payments within the first two months of approval of bursaries.

3. SCOPE OF WORK

3.1 Development of a bursary strategy, policy, procedures, and templates

- 3.1.1 Facilitate the development, documenting and/or reviewing of Strategic documentation such as Bursary Strategy, Policies, SOPs, templates and all other supporting tools, risk registers amongst other documentation. This will be done in alignment with the overall EWSETA Strategy, Sector Skills Plan and sectorial skills priority requirements and the National Skills Development Plan 2030 amongst other.
- 3.1.2 Update the above to align to market (Institutions of higher learning). This includes costing and allocation of required learner allowance based on the institution and programme of study.
- 3.1.3 Facilitate and workshop the developed strategy, policy and its procedure manual together with templates with internal and external stakeholders.

3.2 Application

- 3.2.1 Provide input in defining the eligibility criteria, where applicable.
- 3.2.2 Work together with our internal and external stakeholders to ensure that bursary program are publicised through the right channels.
- 3.2.3 Receive and review applications, where applicable.

3.3 Evaluation

- 3.3.1 Where applicable, evaluate applications based on the set eligibility criteria, such as alignment to strategy, academic performance, financial need, or program relevance.
- 3.3.2 Conduct interviews or assessments (where necessary).

3.4 Awarding and contracting

- 3.4.1 Recommend bursary beneficiaries based on the evaluation conducted.
- 3.4.2 Prepare the award letters and learner contracts in line with the approved templates.
- 3.4.3 Communication with unsuccessful applicants, where applicable.

3.5 Reporting

- 3.5.1 Maintain all records pertaining to the entire value chain from application to exiting of learners.
- 3.5.2 Records should be maintained and properly filled in line with the EWSETA records management policy and frameworks. Service provider should register and record all beneficiaries/learners onto a system provided by EWSETA. All relevant records should be periodically handed over to EWSETA and remain in EWSETA's custody.

- 3.5.3 Evaluate and conduct an analysis of bursary allocations and provide relevant statistics to assist management in decision making.
 - 3.5.4 Generate reports in the format required by EWSETA on a monthly, quarterly and annual basis. This will include periodic reports on the program's status, performance metrics, and financial disbursements.
 - 3.5.5 Any other ad-hoc reports as may be required by the management from time to time.
- 3.6 Payment Processing**
- 3.6.1 Prepare payment packs and make timely (as per the EWSETA timelines) recommendations for payment. Payments packs to include all required information in line with EWSETA's financial procedures and PFMA requirements.
 - 3.6.2 These payments could be a one-time payment or a periodic disbursement, depending on the program's structure.
 - 3.6.3 Oversee and manage for complete elimination of delays in payment of bursary approved allocation.
 - 3.6.4 Service provider is expected to provide quality assurance on the recommendations and is expected to sign off on recommendations for accountability.
- 3.7 Monitoring and evaluation**
- 3.7.1 Regularly track and monitor the academic progress and performance of bursary recipients as per the EWSETA timelines.
 - 3.7.2 Provide support structure and career guidance workshops or other resources and channels to help learners succeed in their studies.
 - 3.7.3 Address any issues or concerns that may arise during their studies.
 - 3.7.4 Provide feedback to EWSETA on the impact of its bursary programmes.
 - 3.7.5 Facilitate partnerships with institution of higher learning from where EWSETA funded beneficiaries are studying.
- 3.8 Monitoring Progress of Service**
- 3.8.1 The EWSETA shall monitor and evaluate the progress of the service delivery as per the deliverables outlined in the contract and Service Level Agreement (SLA).
- 3.9 Quality Assurance and Review of the Service**
- 3.9.1 The quality of the services will be managed via the approved schedule.
- 3.10 Independence and objectivity of Staff**
- 3.10.1 In carrying out the services, the Service Provider must ensure that its staff maintains the objectivity by remaining independent of the activities they execute
- 3.11 Confidentiality**
- 3.11.1 The successful service provider must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded.

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 Centra 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 B-BBEE status level as a legal entity, provided that the legal entity submits its B-BBEE status level certificate. Failure on the part of the bidder to comply with the above will be deemed that specific goals points are not claimed and will therefore be allocated zero (0) points.

4.2 Stage 2.1: Technical/Functionality

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 **70 points** (out of the 100 points), i.e. 70%, for Functionality in order to be considered for presentation / demonstration.

CRITERIA

Criteria	Scoring	Weighted score
<p>Reference letters from previous clients within the PSET environment as evidence of previous similar work successfully conducted.</p> <p><i>NB: The Reference Letter(s) must not be older than 5 years, must be on the letterhead of the previously serviced client and should reflect at least the name of the client, title of the related work conducted, year(s) conducted and completed, contactable reference name and contact details, and be signed by the appropriate delegate. The Reference Letter should indicate the quality of the service rendered. EWSETA may contact the references to confirm the contents of the reference letters.</i></p>	<p>3 or more relevant reference letters attached = 30 points</p> <p>2 relevant reference letter attached = 20 points</p> <p>1 relevant reference letter attached = 10 points</p> <p>No or unsatisfactory reference letter(s) attached = 0 points</p>	30
<p>Methodology and project approach:</p> <p>Bidders are required to indicate a proposed methodology and project approach on how they propose they will execute the assignment in line with the scope of work.</p> <p>This plan should cover:</p> <ul style="list-style-type: none"> • Methodology and project plan linked to the milestones and timeframes. • Programme structure with clear timelines and outputs; • Quality assurance steps indicated. • Clear reporting and communication mechanisms 	<p>The methodology and approach align to the scope of work, the timeframes and project plan are suited and tailored to the project needs. = 15 – 20 points.</p> <p>The methodology and approach partially align to the scope of work, the timeframes and project plan are suited and tailored to the project needs = 06 – 14 points.</p> <p>The proposed methodology and approach is generic and minimally meets projects requirements. The project plan does not meet all requirements. = 1 – 5 points.</p> <p>Non-submission = 0 points</p>	20
<p>Team Experience</p> <p>Experience of the project team who will be implementing and executing all related functions.</p> <p><i>Bidders must submit detailed CVs of the team members indicating the relevant experience.</i></p>	<p>Experience of the Project Leader</p> <p>10+ years' relevant experience in bursary management = 10 points</p> <p>5 – 9 years' relevant experience in bursary management = 5 points</p> <p>less than 5 years' relevant experience in bursary management = 0 points</p>	10
	<p>Experience of the support Team covering at least the following:</p> <p>Finance / Audit – 10 points</p> <p>Project management = 10 points</p> <p>One member must be presented for each position and each team member will be evaluated separately.</p>	20
<p>Qualifications:</p> <p>Bidders must submit relevant qualifications.</p> <p>NB. Bidders must attach certified copies of their qualifications and accreditation for the project lead should not be older than 6 months. Uncertified qualification / professional certificates <u>will not be</u></p>	<p>Proof of relevant Qualifications of the proposed team support Team</p> <p>Project Leader = 5 points</p> <p>Finance / Audit = 5 points</p> <p>Project management = 5 points</p> <p>No relevant qualification submitted = 0 points</p>	15

allocated points. Foreign qualifications are required to be accompanied by a SAQA evaluation certificate.		
Company profile	Company profile should indicate the following elements: Services rendered 3 points, Company years of experience = 2 points No company profile provided = 0 points	5
TOTAL		100

4.3 STAGE 2.2 Demonstration/presentation session

Demonstrations/Presentations may be requested. Only top three bidders under the functionality evaluation criteria above will be shortlisted and may be assessed on a scenario-based assessment where a bidder is expected to:

- Demonstrates understanding of the scope of work
- Demonstrates understanding of the PSET environment and the bursary management processes.
- Demonstrate how their methodology is aligned to the scope of work
- Demonstrate their project plan and its dependencies.

At this stage 2.2 of evaluation, bidders are expected to score a minimum of **70** points to proceed to the final stage of evaluation, pricing and specific goals stage, below.

4.4 Stage 3: Pricing and Specific Goals Stage

4.4.1 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.

4.4.2 The points scored in respect of specific goals will be added to the points scored for price.

4.4.3 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

4.5 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.

Specific goals will be allocated as follows:	Points
B-BBEE Status level contribution	20
	20

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

- 4.5.1 Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or affidavit together with their bids, to substantiate their specific goals claims.
- 4.5.2 A tenderer failing to submit proof of the B-BBEE status level of the contributor or is a non-compliant contributor to claim for specific goals points may not be disqualified but may only score points out of 80 for price; and scores 0 points out of 20 for specific goals.
- 4.5.3 A trust, consortium, or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate to be able to claim points for specific goals.

4.6 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.

Once off costs:

Deliverables	Once off costs (incl. vat)
Facilitate the development or review of Strategic documentation i.e., Strategy, Policies, SOPs, templates and all other supporting tools, risk registers amongst other documentation. This includes workshopping and implementation of the proposed/enhanced documents.	R

Variable costs: Management fees

Year	Benchmark Numbers	management fees
Year 1	450 bursaries at an annual budget of R45m	R
Year 2		R
Year 3		R
Total		R

NB: This is for benchmarking purposes to enable comparative evaluation of proposed costs. The actual cost will be pro-rated based on actual bursaries awarded. The final budget will be confirmed with the recommended bidder at contracting stage.

Total Price offering (variable costs plus management fees)

Deliverables	Once off costs (incl. vat)
Total costs – once off deliverables	R
Total costs – variable costs (management fees)	R
Total Sum (Incl. VAT)	R

NB Annual cost escalations must be factored into account in year 1 and 2.

EWSETA reserves the right to negotiate any other costs based on business needs as and when they arise post award.

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

The total project cost shall be agreed upon signing of contact.

The EWSETA shall not be obliged to accept the lowest cost.

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 The EWSETA will not be liable to reimburse any costs incurred by bidders in preparing their proposals.
- 5.2 EWSETA does not bind itself into making an appointment from proposals and offers received.
- 5.3 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.
- 5.4 EWSETA reserves the right not the award to the highest bidder based on the pricing and preference points evaluation stage.
- 5.5 EWSETA will not make upfront payments.
- 5.6 The successful service provider 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 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 The EWSETA undertakes to pay valid invoices in full within 30 (thirty) days if all supporting documents are submitted.
- 5.9 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.
- 5.10 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.
- 5.11 In the absence of a team member included in the proposal post award, a suitable replacement must be organised with EWSETA's prior approval.
- 5.12 Scheduled outages, after hours or weekends must be part of total costs and NOT additional cost.
- 5.13 All bidders are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.
- 5.14 Any possible staff changes during the course of the engagement must be done in consultation and approval of the EWSETA. To this end, bidders must give and outline of the size and depth of the practice with regard to the number of partners, managers,



specialists and assistants with their brief CV's, that could be tapped into, should the need arise, during the course of the engagement.

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/02/2023-4**

Envelope 2: Price Proposal:

Marked with name of bidder, contact details, company address closing date, and clearly titled indicating tender number EWSETA/RFP/02/2023-4

It must contain the price proposal and valid BEE certificate for EWSETA Tender No: EWSETA/RFP/02/2023-4

7. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **TUESDAY 23 JANUARY 2023 not later than 11H00**. Please note that no late proposals will be considered.

8. TENDER VALIDITY

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

9. FRAUD HOT-LINE

10. 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 ; or SMS 30916; or Vuvuzela Hotline (App Stores)

11. ANNEXURE 1 – SBD4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

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.



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.