

**REQUEST FOR PROPOSAL (“RFP”)**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO SUPPORT SUPPLY CHAIN MANAGEMENT ON AN ADHOC BASIS AND OTHER SUPPORT SERVICES FOR THREE (03) YEARS**



<b>Bid Number</b>	EWSETA/RFP/01/2024-25
<b>Bid Scope</b>	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO SUPPORT SUPPLY CHAIN MANAGEMENT (SCM) ON AN ADHOC BASIS AND OTHER SUPPORT SERVICES FOR A THREE (03) YEARS
<b>Issue Date</b>	FRIDAY 13 DECEMBER 2024
<b>Briefing Session</b>	N/A
<b>Closing Date for submission of bids</b>	FRIDAY 14 FEBRUARY 2025 @ 11:00HRS
<b>Inquiries</b> (all inquiries should be in writing)	<a href="mailto:scmadmin@ewseta.org.za">scmadmin@ewseta.org.za</a>



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## **1. BACKGROUND INFORMATION**

The Energy and Water Sector Education and Training Authority (EWSETA) is a statutory body established through the Skills Development Act 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.

On an annual basis, the Energy and Water Sector Education and Training Authority (EWSETA) develops a procurement plan outlining all goods, services and works that need to be procured during the financial year to support the strategic imperatives of the organisation.

## **2. PURPOSE**

The purpose of this request is to source the services of a suitably and accredited qualified service provider with the required capacity, experience, competencies, and expertise to administer bids from drafting of Terms of Reference (ToR) to awarding of bids, provide SCM with strategic advice and to assist and support SCM as and when required. The service provider must have, or be able to, provide the requisite expertise EWSETA may require.

At a minimum, the team must consist of three (03) individuals comprising of a team leader or project manager, SCM specialist and SCM secretariat.

## **3. SCOPE OF WORK**

EWSETA is expecting the prospective service provider to assist with the administration of tender processes from drafting of Terms of Reference to awarding of bids, provide SCM with expert advice and to assist and support SCM as and when required. EWSETA is cognisant of the fact that there may be no single service provider who would have expertise in all areas, however, each bidder is expected to co-source expertise as and when required.

3.1 The successful service provider is expected to assist with the following;

- 3.1.1 Writing specifications or Terms of Reference in consultation with the end user and responsible Executive/Line Manager, as well as advise the Bid Specification Committee (BSC) and Bid Adjudication Committee (BAC);
- 3.1.2 Convene and manage Bid Evaluations, provision of secretariat services to the Bid Evaluation Committee (BEC);
- 3.1.3 Awarded or shortlisted service provider contract negotiations and finalization.
- 3.1.4 Advising on the adjudication of tenders, including the provision of secretariat services to the BAC. This may also include assistance in historically outstanding administrative matters, if any on BSC, BEC and BAC.
- 3.1.5 Monitoring performance against procurement plan and/or other administrative functions.
- 3.1.6 Secondment of resources to fulfill the daily procurement duties as and when capacity is required in the SCM function and any other ad-hoc services that may be required.

### 3.2 Code of professional ethics

Bidders are expected to apply and uphold the following guiding principles:

- 3.2.1 **Professionalism and Diligence:** Firms/professionals shall, at all times, demonstrate a commitment to professionalism and diligence in the performance of their duties.
- 3.2.2 **Legal and ethical:** Firms and professionals shall not engage in any illegal or unethical conduct, or any activity which would constitute a conflict of interest.
- 3.2.3 **Integrity:** Firms/professionals shall at all times, exhibit the highest level of integrity in the performance of all professional assignments and will accept only assignments for which there is reasonable expectation that the assignment will be completed with professional competence.
- 3.2.4 **Objectivity:** Firms / professionals will comply with lawful orders of the courts and testify to matters truthfully and without bias and prejudice.
- 3.2.5 Act honestly, fairly, and with due skill, care and diligence, and in the interest of EWSETA.
- 3.2.6 Avoid fraudulent acts and misleading advertising, canvassing, and marketing.
- 3.2.7 The individuals as well as the service providers will be required to complete and sign Declaration of Interest forms, together with the Confidentiality and Non-Disclosure Agreement (NDA) before commencement of any engagement.

## 4. COMPETENCY AND EXPERTISE REQUIREMENTS

4.1 The service provider's proposed resources must have the following skills and competencies:

- 4.1.1 Excellent knowledge of the PFMA, PPPFMA and all other applicable legislation as pertains to public entities.
- 4.1.2 Strong organizational and time management skills including the ability to meet deadlines and work under pressure.
- 4.1.3 Excellent interpersonal and communication skills including the ability to work effectively with staff and users at all levels.
- 4.1.4 Experience of all the bid committees (Bid Specification Committee (BSC), Bid Evaluation Committee (BEC) and Bid Adjudication committee (BAC).
- 4.1.5 Experience in dealing with auditors will be an advantage – the EWSETA procurement process is subject to an oversight audit.

The above should be evidenced through detailed CVs, provided as part of the bid submission of the proposed resources indicating competencies, experience and expertise in all of the requested areas.

## 5. REPORTING REQUIREMENTS AND DELIVERABLES

- 5.1 The prospective service provider/ its resources will report on all matters pertaining to this assignment, to the Supply Chain Manager.
- 5.2 The timelines for each project/assignment will be communicated before commencement of each evaluation.

## 6. EVALUATION CRITERIA

### 6.1 Stage 1: Pre-Qualification Criteria

#### 6.1.1 Submission of Compulsory Documents:

**Prospective bidders must comply with the requirements and submit all required documents 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.**

- 6.1.1.1 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.
- 6.1.1.2 Completed and signed Standard Bidding Documents attached to the bid.
- 6.1.1.3 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.

#### 6.1.2 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.**

- 6.1.2.1 Submit a valid Tax Clearance Certificate/ Tax Pin. A prospective bidder 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.
- 6.1.2.2 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 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.

### 6.2 Stage 2: 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 **75 points** (out of the 100 points), i.e. 75%, for Functionality to qualify to proceed to Stage 3 of the evaluation process.

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

Criteria	Scoring	Weighted score
<p><b>Methodology and approach must:</b></p> <p>a) reflect an understanding of the assignment and the scope of work relating to the holistic procurement lifecycle</p> <p>b) illustrate the knowledge of tender processes from bid specifications to award. Incorporate a plan that outlines the steps and activities to achieve deliverables.</p>	<p>The methodology is clear, relevant, aligns to the scope of work and demonstrates the bidders understanding of the requirements tailored to the project needs = <b>15 - 20 points</b></p> <p>Methodology demonstrates an average understanding of the requirements and partially aligns to the scope of work= <b>5 - 10 points</b></p> <p>The knowledge provided lacks context of the requirement. = <b>0 – 4 points</b></p> <p>Non-submission = <b>0 points</b></p>	<p><b>20</b></p>
<p><b>Reference Letters</b> Reference letters of the bidder from different <u>public sector</u> clients as evidence of <b>similar</b> work successfully completed.</p> <p>NB: The Reference Letter(s) must not be older than 5 years, must be on the letterhead of previously serviced client and should reflect the name of the client and description of the similar work conducted, year(s) conducted, contactable reference name and contact details, and be signed by the appropriate delegate. The Reference Letter should indicate the quality of service(s) rendered. EWSETA might contact references to confirm the contents of the reference letters.</p>	<p>3 relevant Reference Letters attached = <b>25 points</b></p> <p>2 relevant Reference Letters attached = <b>15 points</b></p> <p>1 relevant Reference Letter attached = <b>10 points</b></p> <p>No or unsatisfactory reference letter(s) attached = <b>0 points</b></p>	<p><b>25</b></p>
<p><b>Qualifications</b> Highest qualifications/professional certification of the project team/project leader, 1 specialist, and SCM secretariat.</p> <p>Bidders must attach relevant certified copies of highest qualifications/ certificate. Certification may not be older than 6 months. Uncertified qualification/professional certificates will not be accepted as authentic. Foreign qualifications are required to be accompanied by a SAQA evaluation certificate.</p>	<p>Relevant degree/NQF Level 7 in SCM/ related field for the Project Leader = <b>10 points</b></p> <p>Relevant degree/NQF Level 7 in SCM/ related field for the SCM Specialist x1 = <b>5 points</b></p> <p>Relevant diploma/NQF Level 6 in SCM/ related field for the SCM Secretariat x1 = <b>5 points</b></p> <p>No or irrelevant qualifications provided = <b>0 points</b></p>	<p><b>20</b></p>
		<p><b>10</b></p>

	<p>Valid proof of membership with any related SCM professional bodies for all 3 types of resources = <b>10 points</b></p> <p>No proof of membership for all resources = <b>0 points</b></p>	
<p><b>Experience:</b> The potential bidder must attach detailed CVs indicating years of experience in the public procurement sector for the team/project leader, SCM specialist and SCM secretariat.</p> <p>This information may be verified.</p>	<p><b>Experience of Team/Project Leader</b> 7+ years of relevant experience in the public procurement sector = <b>10 points</b></p> <p>5 - 6 years relevant experience in the public procurement sector = <b>5 points</b></p> <p>Less than 5 years' experience in the public procurement sector or irrelevant experience = <b>0 points</b></p>	<b>25</b>
	<p><b>Experience of SCM Specialist</b> 5+ years of relevant experience in the public procurement sector = <b>10 points</b></p> <p>3 - 4 years relevant experience in the public procurement sector = <b>5 points</b></p> <p>Less than 3 years' experience in the public procurement sector or irrelevant experience = <b>0 points</b></p> <p><b>SCM Secretariat</b> 5+ years of relevant experience in the public procurement sector = <b>5 points</b></p> <p>3 - 4 years relevant experience in the public procurement sector = <b>2 points</b></p> <p>Less than 3 years' experience in the public procurement sector or irrelevant experience = <b>0 points</b></p>	
<b>TOTAL</b>		<b>100</b>

### 6.3 Stage 3: Presentation session

Bidders who meet the minimum technical/functionality evaluation score of 75% under stage 2, may be invited to participate in stage 3, being the presentation session (this stage is dependent on the quality of bids received). Bidders will be assessed on the following capabilities:

- Demonstrates understanding of the scope of work
- Demonstrate their understanding of the Bid Committees experience

- Demonstrates understanding of the Public Procurement experience
- Demonstrate how their methodology and proposed framework(s) is aligned to all National Treasury regulations such as, Preferential Procurement Policy Framework Act and Public Finance Management Act.
- Demonstrate their project plan and its dependencies – how the bidder will avail the required resources.

Bidders are expected to satisfy the EWSETA panelist with an overall “Satisfactory” score to proceed to the final stage of evaluation, below.

### 6.4 Stage 3: Pricing and Specific Goals Stage

- 6.4.1 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.
- 6.4.2 The points scored in respect of specific goals will be added to the points scored for price.
- 6.4.3 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

### 6.5 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.**

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

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



B-BBEE Status Level of contributor	Number of points 80/20 system)
6	6
7	4
8	2
Non-compliant contributor	0

- 6.5.1 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.
- 6.5.2 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.
- 6.5.3 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bidder.
- 6.5.4 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.

## 6.6 Financial Proposal

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

Pricing schedule is compulsory and failure to complete same in prescribed manner as per the table below and without alterations for comparability purposes may result in disqualification of the bid during the financial evaluation process.

Financial proposals must be aligned to the DPSA Hourly Fee Rates for Consultants - With effect from 1 July 2020, as follows:

- As the engagement is anticipated to run for more than three months, the rates should be aligned to the “long term” rates.
- Rates should be aligned to “partial overheads”, as EWSETA will provide some overheads.

If the DPSA circular is updated, EWSETA will amend the payment rates accordingly as from the updated circular’s effective date.

	<b>Year 1 Hourly Rate (excl. of VAT)</b>	<b>Year 2 Hourly Rate (excl. of VAT)</b>	<b>Year 3 Hourly Rate (excl. of VAT)</b>
Resource 1: Team/Project Leader	R	R	R
Resource 2: SCM Specialist	R	R	R
Resource 3: SCM Secretariat	R	R	R
<b>Total including VAT (add resource 1, 2 and 3)</b>	R	R	R
<b>Total sum of all rates for year 1, 2 and 3 inclusive of VAT</b>			R

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

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 service provider will be responsible for their own travel expenses to the place of duty at EWSETA offices located at 22 Wellington Road, Parktown. For assignments outside of Gauteng, EWSETA will endeavour to make all the necessary travel arrangements when required.

Bidders should note that the work will be based at the EWSETA head office, and they will be required to be physically present on-site during working hours, from 08:00 to 16:30. Remote work will not be permitted.

## 7. NOTES TO BIDDERS

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

- 7.1 Prospective bidders must ensure their tax matters are in line with the Treasury Regulations and reflected 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. The failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.
- 7.2 The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- 7.3 Bids received late shall not be considered under any circumstances. A bid will be considered late if it arrives after 11H00 on/after the closing date.
- 7.4 EWSETA does not bind itself into making an appointment from proposals and offers received.
- 7.5 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.
- 7.6 EWSETA will not make upfront payments.
- 7.7 A successful bidder must abide by the confidentiality undertakings in the agreement to be concluded.
- 7.8 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 for the EWSETA is the Chief Executive Officer or her/his written authorized delegate.
- 7.9 A probation period of 30 days will apply to the agreement and a penalty regime system in the maintenance addressing recourse by the supplier or EWSETA will be implemented.
- 7.10 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.
- 7.11 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.
- 7.12 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.
- 7.13 Any possible staff changes during the engagement must be done in consultation with and approval of EWSETA.
- 7.14 Bidders are required to attach the latest proof of banking details along with the RFQ submission
- 7.15 EWSETA undertakes to pay within thirty (30) days of presentation of a duly completed tax invoice and supporting documents if required by EWSETA

## 8. 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.

## 9. 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/02/2024-5**

### **Envelope 2: Price Proposal:**

Marked with name of bidder, contact details, company address closing date, and clearly titled indicating tender number **EWSETA/RFP/02/2024-5**

It must contain the price proposal and valid BEE certificate for EWSETA Tender No: **EWSETA/RFP/02/2024-5**

## 10. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **Friday 14 December 2025 not later than 11H00**. Please note that no late proposals will be considered.

## 11. TENDER VALIDITY

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

## 12. 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 VUVUZELA FRAUD AND ETHICS HOTLINE**

Free Call: 0800 611 205; Email: [ewseta@thehotline.co.za](mailto:ewseta@thehotline.co.za); or

visit their website [www.thehotline.co.za](http://www.thehotline.co.za); or SMS 30916; or Vuvuzela Hotline (App Stores)

## 13. 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 Supplier's 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.

**14. ANNEXURE 1 – SBD4 - BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES / NO**

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

Full Name	Identity Number	Name of State institution

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



**2.2** Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES / NO**

2.2.1 If so, furnish particulars:

.....  
.....

**2.3** Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether they are bidding for this contract? **YES/ NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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