REQUEST FOR QUOTATION ("RFQ")

APPOINTMENT OF SERVICE PROVIDER FOR THE REMOVAL OF CARPET FLOORING AND THE INSTALLATION OF WOODEN FLOORING IN THE CHIEF EXECUTIVE OFFICE AT THE EWSETA HEAD OFFICE

Bid Number	**EWSETA/RFQ/032/2026-27**
Bid Scope	**APPOINTMENT OF SERVICE PROVIDER FOR THE REMOVAL OF CARPET FLOORING AND THE INSTALLATION OF WOODEN FLOORING IN THE CHIEF EXECUTIVE OFFICE (CEO) AT THE EWSETA HEAD OFFICE**
Issue Date	**THURSDAY 10 SEPTEMBER 2026**
COMPULSORY SITE INSPECTION **@ EWSETA HEAD OFFICE,** **22 WELLINGTON ROAD, PARKTOWN**	**WEDNESDAY 16 SEPTEMBER 2026** **TIME: @13H00**
Closing Date for submission of bids	**FRIDAY 25 SEPTEMBER 2026 @13:00HRS**
Inquiries (all inquiries should be in writing)	scmadmin@ewseta.org.za

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

2. PURPOSE

The purpose of this Request for Quotation (RFQ) is to appoint a suitably qualified and experienced service provider to undertake the refurbishment of the flooring in the Chief Executive Officer (CEO)'s office at the EWSETA Head Offices situated at *Ground Floor 22 Wellington Road, Parktown 2193*.

The works will entail the removal and disposal of the existing carpet flooring and the supply and installation of new, high-quality wooden flooring, including all associated preparation and finishing works necessary to provide a complete and professionally finished installation.

The exact dimensions of the CEO's office are not included in this RFQ. A compulsory site inspection will therefore be conducted to enable bidders to inspect the site, take accurate measurements, assess the existing floor conditions and obtain all information necessary to prepare a comprehensive and accurate quotation.

3. SCOPE OF WORK

The appointed service provider will be required to provide all labour, materials, tools, equipment, transport and associated services necessary to complete the flooring refurbishment.
The scope shall include, but shall not necessarily be limited to, the following:

3.1. Removal of Existing Carpet

The service provider shall:

- Carefully remove the existing carpet flooring from the CEO's office;
- Remove carpet underlay, adhesive, carpet grippers and other associated materials, where applicable;
- Remove all resulting waste and debris from the premises; and
- Take care to avoid damaging walls, skirting boards, doors, furniture, electrical installations, and other existing fixtures.
- Dispose of the removed carpet and other waste materials responsibly and in accordance with applicable requirements.

3.2 Floor Preparations

Following removal of the existing carpet, the service provider shall inspect and prepare the floor surface for installation of the new flooring.

This shall include, where applicable:

- Cleaning and removal of residual adhesive and other debris;
- Minor repairs to the existing floor surface;
- Levelling or smoothing of uneven areas;
- Preparation of the subfloor to ensure that it is suitable for the proposed wooden flooring; and
- Any other reasonable preparation required to ensure a durable and professionally finished installation.

Any substantial remedial work identified during the site inspection or after removal of the carpet must be clearly identified and communicated to EWSETA before such additional work is undertaken.

3.3 Supply of Wooden Flooring

The service provider shall supply **high-quality, durable wooden flooring suitable for professional office use**.

The proposed flooring should:

- Be suitable for a high-quality corporate office environment;
- Be durable and capable of withstanding regular office foot traffic;
- Have an appropriate professional and executive appearance suitable for the CEO's office;
- Be of a consistent and high-quality finish;
- Be suitable for installation over the existing subfloor following appropriate preparation; and
- Be supplied with all necessary accessories and installation materials.

Bidders must clearly state the **proposed flooring type, brand/manufacturer, product specification, thickness, finish/colour, warranty and other relevant product information** in their quotation.

Bidders are encouraged to provide product images, brochures or samples where available.

3.4 Installation

The appointed service provider shall:

- Install the wooden flooring in accordance with the manufacturer's installation requirements and applicable industry standards;
- Ensure that flooring is properly aligned, levelled and securely installed;
- Provide all required underlay, adhesives, trims, transition strips, edging and other installation accessories;
- Ensure neat and professional finishing around walls, doorways and other fixtures;
- Reinstall or replace skirting/finishing components where required and agreed;
- Ensure that all joints, edges and transitions are neatly finished; and
- Ensure that the completed flooring is free from visible defects, damage, unevenness or poor workmanship.

3.5 Cleaning and Handover

Upon completion of the works, the service provider shall:

- Remove all excess materials, packaging and construction waste from the site;
- Thoroughly clean the newly installed flooring and affected areas;
- Leave the CEO's office in a clean, neat and usable condition;
- Remove all tools and equipment from the premises; and
- Conduct a final inspection with the EWSETA representative before handover.

3.6 Compulsory Site Inspection

Attendance at the site inspection is compulsory. Bidders will be required to attend the site inspection to:

- Inspect the CEO's office and existing carpet flooring;
- Take accurate measurements of the floor area in square metres (m^2);
- Assess the condition of the existing floor and subfloor;
- Determine the extent of work required for the removal of the existing carpet;
- Assess whether any floor preparation, levelling, repairs or other remedial work may be required before installation;

- Determine the appropriate quantity of wooden flooring, including reasonable wastage/cutting allowance;
- Assess access requirements and any logistical considerations associated with the removal and installation;
- Obtain any other information required to accurately cost and execute the works; and
- Raise any queries or seek clarification regarding the scope before submitting a quotation.

Bidders will be required to undertake their own measurements and site assessment. EWSETA will not be responsible for discrepancies arising from incorrect measurements or assumptions made by a bidder who has attended the compulsory site inspection. Bidders must carry their own equipment/tools that they will utilise during the site inspection.

3.7 Workmanship and Quality Requirements

The appointed service provider shall be responsible for ensuring that:

- All work is performed by suitably skilled and experienced personnel;
- Materials supplied are new and of good quality;
- Installation is carried out professionally and in accordance with the manufacturer's requirements;
- The finished flooring is level, secure, properly aligned and free from visible defects;
- The work area is protected during the refurbishment;
- Existing EWSETA property and fixtures are protected against damage; and
- Any damage caused by the service provider during the execution of the work is repaired at the service provider's cost.

3.8 Protection of EWSETA Property

The service provider shall take all reasonable precautions to protect existing furniture, walls, doors, electrical fittings, fixtures and other EWSETA property during the execution of the works.

Where furniture needs to be moved to facilitate the work, the bidder will be responsible for this requirement and must make provision for the safe movement and reinstatement of such furniture as part of its quotation, unless otherwise agreed with EWSETA.

3.9 Completion Period

The bidder must indicate the proposed turnaround time for completion as part of the bid submission.

The appointed service provider shall commence the work with EWSETA as soon as possible and over weekend (Saturday & Sunday) to minimise disruption to the CEO's office and normal business operations.

3.10 Warranty

The service provider must provide details of the manufacturer's warranty for the proposed wooden flooring as well as any workmanship/installation warranty applicable to the works.

The warranty period and terms must be clearly stated in the quotation.

3.11 Deliverables

The appointed service provider will be required to deliver:

1. Removal and responsible disposal of the existing carpet flooring;
2. Preparation of the existing floor/subfloor;
3. Supply of high-quality wooden flooring and all required accessories;
4. Professional installation of the wooden flooring;
5. Completion of all associated finishing works;
6. Removal of all waste and construction debris;
7. Cleaning of the work area; and
8. Handover of a completed, clean and professionally finished CEO's office.

3.12 Bidder's Responsibility

It is the responsibility of each bidder to ensure that sufficient information is obtained during the compulsory site inspection to enable the bidder to submit an **accurate, comprehensive and competitive quotation**.

4. EVALUATION CRITERIA

EWSETA needs to be satisfied, in all respects, that the service provider selected has the necessary resources, qualifications and abilities to deliver the required Service. All submissions will be regarded in a fair manner in terms of evaluation criteria and process. The received proposals will be evaluated in the following four (4) stages:

THE RFQ STAGES: EVALUATED IN FOUR (04) STAGES AS FOLLOWS:

STAGE 1: Mandatory Requirements

STAGE 2: Pre-Qualification Criteria: Returnable Administrative documents

STAGE 3: Functionality Criteria

STAGE 4: Price and Specific Goals

4.1 STAGE 1: MANDATORY REQUIREMENTS

Failure to submit the below-listed documents will render the bid non-responsive and will not be considered for further evaluation.

Prospective bidders must comply with the requirement and submit all required documents indicated on the table below with the bid documents by the closing date and time of the bid

#	Compliance	Yes	No
4.1.1	Valid CIBD certificate of 1GB or higher		
4.1.2	Valid company letter of good standing with the compensation fund (COIDA certificate)		
4.1.3	Valid proof of public liability insurance from 1 million and above at any insurance company of your choice		
4.1.4	Compulsory site inspection: Bidders are required to attend a compulsory site inspection scheduled for **Wednesday 16 *September 2026 @ 13:00*** at the EWSETA head office situated at ***22 Wellington Road, Parktown 2193***. Bidders will be furnished with an attendance register upon arrival which must be signed by the company representative. This register will serve as the official record of attendance and will be used to verify compliance with this requirement during the evaluation process.		

4.2 STAGE 2: PRE-QUALIFICATION CRITERIA: RETURNABLE ADMINISTRATIVE DOCUMENTS

Prospective service providers must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid.

RETURNABLE ADMINISTRATIVE DOCUMENTS

	Administrative Compliance	Yes	No
4.2.1	Company Registration Documents (CIPC)		
4.2.2	Bidders CSD (Central Supplier Database) Report / Number		
4.2.3	Joint Venture Agreement, if applicable		
4.2.4	Valid B-BBEE Certificate (issued by a SANAS accredited entity) or duly completed and commissioned B-BBEE Affidavit (for EME's and QSE's). For joint venture submissions a combined B-BBEE certificate/affidavit must be attached.		
4.2.5	The following Standard Bidding Documents (SBD) Forms must be **fully completed and signed:**		

	Administrative Compliance	Yes	No
4.2.5.1	SBD 1 (Annexure 1)		
4.2.5.2	SBD 4 (Annexure 2)		
4.2.5	Annexure 3 - General conditions of Purchase **[fully signed on the last page and initial on each page]**		
4.2.6	Annexure 4 - POPI Consent forms consent to process (use) personal information (Informed Consent Notice) as per Promotion of Access to Information Act 2 of 2000, as amended, (PAIA) and the Protection of Personal Information Act 4 of 2013 (POPIA) NB: Should the company be a Joint Venture (JV) both parties must consent and sign this consent form.		
4.2.7	Tax Pin issued by SARS (Tax Clearence Certificate) If Joint venture, tax Pin for each member.		

***NB Bidders will not be disqualified at this stage should the returnable administrative documents not be attached; however, should the bidder be recommended all the documents will be required prior to the award.**

4.3 STAGE 3 – FUNCTIONALITY EVALUATION

An assessment of Functionality will be based on the evaluation criteria noted in the table below. Each of the evaluation criteria in the table will carry a weighting as indicated, and the bidder will be required to score a minimum of **70 points** (out of the 100 points), i.e. 70%, for Functionality in order to qualify and proceed to Stage 3 of the evaluation process.

4.3.1 FUNCTIONALITY CITERIA

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

Criteria	Scoring	Weighted score
Relevant previous experience and Reference Letters Reference letters from previous clients for completed projects involving flooring installation, flooring refurbishment, wooden/laminate/vinyl flooring installation, or similar works.	3 or more relevant reference letters attached **= 30 points** 2 relevant reference letter attached **= 20 points**	**30**

NB: The Reference Letter(s) must not be older than three (03) years, **must be** on: (a) The letterhead of the previously serviced client and (b) Should reflect at least the name of the client, (c) Title of the related work conducted, (d) Year(s) conducted and completed, (e) Contactable reference name and contact details, and (f) Be signed by the appropriate delegate. (g) The Reference Letter should indicate the quality of the service rendered.	1 relevant reference letter attached **= 10 points** No or unsatisfactory reference letter(s) attached **= 0 points**	
Qualifications of Key Personnel – Project Manager **The bidder must submit certified copies of the proposed Project Manager's qualifications.** Qualification should be in construction management, building science, quantity surveying, project management or a related field **NB: 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.**	**Qualifications** Relevant **NQF level 6** or higher Relevant qualification = **15 points** Relevant **NQF level 5** qualification = **10 points** Relevant **NQF level 4** qualification = **5 points** No or irrelevant qualification/certificate/uncertified qualifications = **0 points**	**15**
Key Personnel Experience-Project Manager The potential bidder must attach a brief CV of the project manager indicating relevant experience, "**experience managing flooring installation/refurbishment or similar construction projects"**	**Experience in the role applied for** **More than 10 years'** relevant experience in managing flooring installation/refurbishment or similar construction projects **= 25 points** **6 - 9 years** relevant experience in managing flooring installation/refurbishment or similar construction projects = **15 points** **3 – 5 years** relevant experience in managing flooring	**25**

	installation/refurbishment or similar construction projects =**10 points** **Less than 3 years** of relevant experience = **10 points** No CV submitted or irrelevant experience = **0 points**	
Project Plan and Material Data Sheets The bidder must submit a detailed Project Plan explaining how the proposed works will be executed. The plan must include the proposed flooring materials and the manufacturer's material/product data sheets. The following must be detailed on the project plan: • Removal of existing carpet, preparation of subfloor, installation, finishing, cleaning and disposal • Detailed project programme indicating activities, sequence and estimated completion timeframes • Risk management and measures to ensure no breakage of materials or any door, walls and furniture disruption to the CEO's office and EWSETA operations • Material data sheets for proposed wooden flooring, including product specifications, durability, thickness, finish, installation requirements and warranty	The project plan fully covers all aspects of the scope of work, is detailed and practical, demonstrates a clear understanding of the requirements, provides a realistic implementation programme, and includes relevant material/product data sheets for the proposed flooring = **30 points** The project plan covers most of the requirements, but some aspects are insufficiently detailed or omitted. Material/product data sheets are submitted but may lack some relevant information **= 15 points** The project plan covers only a few elements of the requirements, lacks sufficient detail and/or provides limited information on the proposed approach. Material/product data sheets are incomplete or insufficient **= 10 points** No project plan is submitted, or the submission does not align with the requirements of the scope of work. Required material/product data sheets are not submitted **= 0 points**	**30**

• Quality control and workmanship measures, including proposed inspection and handover process		
TOTAL		**100**

4.4 Stage 4: Pricing and Preference Points 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:

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where;

Ps = Points scored for price of tender under consideration

Pt = 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.

	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

4.5.1 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.

4.5.2 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.

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

4.5.4 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.

4.6 Financial Proposal

No financial proposal or completed pricing schedule will be required at the RFQ submission stage. This is because the exact dimensions of the CEO's office are not yet available. The dimensions will be determined during the site assessment, after which the successful bidder will be required to provide a quotation based on the confirmed measurements and requirements.

Following the compulsory site inspection, EWSETA will verify and confirm the required measurements. A standardised pricing schedule reflecting the verified floor area and relevant quantities will thereafter be issued to all bidders who attended the compulsory site inspection.

Bidders will then be required to complete and submit the pricing schedule after site inspection based on the confirmed and verified measurements and quantities provided by EWSETA Wednesday 16 September 2026. This approach is intended to ensure consistency, fairness and comparability across all financial proposals.

The pricing schedule will require bidders to provide, at a minimum, pricing for the following:

- Removal and disposal of the existing carpet flooring;
- Removal of furniture
- Floor preparation, including any required minor levelling or preparation works;
- Supply of the proposed wooden flooring per m²;
- Supply of underlay and other required installation materials;
- Installation of the wooden flooring;
- Skirting, trims, edging and transition strips, where applicable;
- Transport and delivery;
- Removal and disposal of installation waste;
- Any other costs directly associated with the completion of the works; and
- VAT, where applicable.

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 Prospective bidders must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is therefore a condition of this bid that the tax matters of the bidder be in order at the time of award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.

5.2 The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.

5.3 Bids received late shall not be considered under any circumstances. A bid will be considered late if it arrives after 13h00 on/after the closing date.

5.4 EWSETA does not bind itself into making an appointment from proposals and offers received.

5.5 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.

5.6 EWSETA will not make upfront payments.

5.7 Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded.

5.8 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

5.9 parties (duly authorised). The designated responsible person of the EWSETA is the Chief Executive Officer or his written authorised delegate.

5.10 A probation period of 30 days will apply to the agreement.

5.11 Bidders are required to submit a valid proof of banking details attached to their submission.

5.12 The service level agreement will be reviewed annually or when necessary or upon anniversary date.

5.13 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.

5.14 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.

5.15 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.

5.16 Any possible staff changes during the engagement must be done in consultation with and approval of EWSETA.

5.17 EWSETA undertakes to pay within thirty (30) days of presentation of a duly completed valid tax invoice and supporting documents if required by EWSETA

5.18 Scheduled outages, after hours or weekends. Must be part of total costs and NOT additional cost.

5.19 The service provider including its staff must always adhere to the EWSETA employee code of conduct

5.20 Bid / Proposal format

6. SUBMISSION OF BIDS

Bidders are required to submit their bids to **scmadmin@ewseta.org.za**

7. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **FRIDAY 25 September 2026 at 13H00**. Please note that **NO** late proposals will be considered.

8. TENDER VALIDITY

This RFQ shall be valid for **90 working 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 VUVUZELA FRAUD AND ETHICS HOTLINE

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)

9. CONTRACT MANAGEMENT

The contract will be managed in accordance with Treasury Regulation 16A9 (Contract Management).
Non-performance will attract penalties as stipulated, including withholding of payments, contract termination, and/or reporting to the National Treasury.

11. FRAUD & ETHICS

Bidders must commit to ethical conduct and confirm that they have not engaged in fronting, collusion, or corrupt practices.
Any bidder found guilty will be disqualified and reported to relevant authorities in line with Treasury Instruction Note 03 of 2021/22.

SBD 1 - PART A ANNEXURE 1

INVITATION TO BID

<table>
<tr><td colspan="8">YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</td></tr>
<tr><td>BIDNUMBER:</td><td colspan="2">EWSETA/RFQ/032/2026-27</td><td>CLOSING DATE:</td><td>25 SEPTEMBER 2026</td><td>CLOSING TIME:</td><td colspan="2">13:00 PM</td></tr>
<tr><td>DESCRIPTION</td><td colspan="7">APPOINTMENT OF SERVICE PROVIDERS FOR THE REMOVAL OF CARPET FLOORING AND THE INSTALLATION OF WOODEN FLOORING IN THE CHIEF EXECUTIVE OFFICE AT THE EWSETA HEAD OFFICE</td></tr>
<tr><td colspan="8">BID RESPONSE DOCUMENTS SHOULD BE SENT TO THE SCM EMAIL ADDRESS</td></tr>
<tr><td colspan="8">scmadmni@ewseta.org.za</td></tr>
<tr><td colspan="4">BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</td><td colspan="4">TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</td></tr>
<tr><td colspan="2">CONTACT PERSON</td><td colspan="2">scmadmin@ewseta.org.za</td><td colspan="2">CONTACT PERSON</td><td colspan="2">scmadmin@ewseta.org.za</td></tr>
<tr><td colspan="2">TELEPHONE NUMBER</td><td colspan="2">011 274 4700</td><td colspan="2">TELEPHONE NUMBER</td><td colspan="2"></td></tr>
<tr><td colspan="2">FACSIMILE NUMBER</td><td colspan="2"></td><td colspan="2">FACSIMILE NUMBER</td><td colspan="2"></td></tr>
<tr><td colspan="2">E-MAIL ADDRESS</td><td colspan="2">scmadmin@ewseta.org.za</td><td colspan="2">E-MAIL ADDRESS</td><td colspan="2">scmadmin@ewseta.org.za</td></tr>
<tr><td colspan="8">SUPPLIER INFORMATION</td></tr>
<tr><td>NAME OF BIDDER</td><td colspan="7"></td></tr>
<tr><td>POSTAL ADDRESS</td><td colspan="7"></td></tr>
<tr><td>STREET ADDRESS</td><td colspan="7"></td></tr>
<tr><td>TELEPHONE NUMBER</td><td>CODE</td><td colspan="2"></td><td>NUMBER</td><td colspan="3"></td></tr>
<tr><td>CELLPHONE NUMBER</td><td colspan="7"></td></tr>
<tr><td>FACSIMILE NUMBER</td><td>CODE</td><td colspan="2"></td><td>NUMBER</td><td colspan="3"></td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="7"></td></tr>
<tr><td>VAT REGISTRATION NUMBER</td><td colspan="7"></td></tr>
<tr><td>SUPPLIER COMPLIANCE STATUS</td><td>TAX COMPLIANCE SYSTEM PIN:</td><td></td><td>OR</td><td>CENTRAL SUPPLIER DATABASE No:</td><td colspan="3">MAAA</td></tr>
</table>

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.3 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.4 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.6 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.7 IN BIDS, WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.8 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.9 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: …………………………………………

CAPACITY UNDER WHICH THIS BID SIGNED……………………………………………

(Proof authority must be submitted e.g. company resolution)

DATE: …………………………

ANNEXURE 2 – 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[1] in the enterprise,

employed by the state? **YES / NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

………………………………………………………………………………………

………………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/ NO**

2.3.1 If so, furnish particulars:
……………………………………………………………………………….

……………………………………………………………………………….

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] 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

[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.

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

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[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.

Annexure 3: EWSETA GENERAL CONDITIONS OF PURCHASE

a. General

i. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
ii. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

b. Standard

i. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

c. Use of contract documents and information; inspection

i. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
ii. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of fulfilling the contract.
iii. Any document, other than the contract itself mentioned in GCC clause 5.1, remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract, if so, required by the purchaser.
iv. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

d. Patent rights

i. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

e. Performance security

i. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
ii. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
iii. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
    16. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

17. a cashier's or certified cheque

i. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

b. Use of contract documents and information; inspection

i. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
ii. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of fulfilling the contract.
iii. Any document, other than the contract itself mentioned in GCC clause 5.1, remains the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
iv. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

c. Patent rights

i. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the purchaser.

d. Performance security

i. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
ii. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
iii. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
   18. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding.
   19. documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
i. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations unless otherwise specified in SCC.

b. Inspections, tests, and analyses

i. All pre-bidding testing will be for the account of the bidder.
ii. 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

iii. 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser on their own shall make the necessary arrangements, including payment arrangements with the testing authority concerned.
iv. 8.4 If the inspections, tests, and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests, and analyses shall be defrayed by the purchaser.
v. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier.
vi. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
vii. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies that do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers' cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
viii. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof or to act in terms of Clause 23 of GCC.

c. Packing

i. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size, and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
ii. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

d. Delivery and documents

i. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
ii. Documents to be submitted by the supplier are specified in SCC.

e. Insurance

i. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

f. Transportation

i. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

g. Incidental services

i. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

20. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
21. furnishing of tools required for assembly and/or maintenance of the supplied goods;
22. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
23. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
24. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, startup, operation, maintenance, and/or repair of the supplied goods.

i. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

b. Spare parts

c. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

25. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
26. in the event of termination of production of the spare parts: Page 42 of 51
27. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
28. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

a. Warranty

i. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

ii. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

iii. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

iv. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

b. Payment

i. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
ii. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
iii. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
iv. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

c. Prices

i. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

d. Contract amendments

i. No variation in or modification of the terms of the contract shall be made except by a written amendment signed by the parties concerned.

e. Assignments

i. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

f. Subcontracts

i. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

g. Delays in the supplier's Performance

i. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
ii. If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding the timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation Page 44 of 51
iii. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
iv. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
v. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause
vi. unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
vii. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any

goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

h. Penalties

i. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

i. Termination for default

i. The purchaser, without prejudice against any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
   29. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
   30. if the Supplier fails to perform any other obligation(s) under the contract; or
   31. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

i. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue the performance of the contract to the extent not terminated.

ii. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

iii. If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

iv. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

v. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
   32. the name and address of the supplier and / or person restricted by the purchaser;
   33. the date of commencement of the restriction
   34. the period of restriction; and
   35. the reasons for the restriction

   These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

i. If a court of law convicts a person of an offense as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to the National Treasury website.

b. Anti-dumping and countervailing duties and rights

i. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

c. Force Majeure

i. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failures to perform his obligations under the contract is the result of an event of force majeure.
ii. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

d. Termination for insolvency

i. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

e. Settlement of Disputes

i. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
ii. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
iii. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
iv. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
v. Notwithstanding any reference to mediation and/or court proceedings herein,
   36. the parties shall continue to fulfil their respective obligations under the contract unless they otherwise agree; and
   37. the purchaser shall pay the supplier any monies due to the supplier.

a. Limitation of liability

i. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

38. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
39. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

a. Governing language

i. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English

b. Applicable law

1. The contract shall be interpreted in accordance with South African laws unless otherwise specified in SCC.

c. Notices

i. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

ii. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

d. Taxes and Duties

i. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

ii. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

iii. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

e. National Industrial Participation (NIP) Programme

i. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

f. Prohibition of Restrictive practices

i. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is Page 49 of 51

ii. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

40. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

……………………………… ..……………………………………………

Signature Date

……………………………… ………………………………………………

Position Name of Bidder

ANNEXURE 4 - PROTECTION OF PERSONAL INFORMATION ACT (POPIA)

1. INTRODUCTION

The Protection of Personal Information (POPI) act aims to give effect to the constitutional right to privacy by balancing the right to privacy against that of access to information. POPI requires that personal information pertaining to individuals be processed lawfully and in a reasonable manner that does not infringe on the right to privacy.

This consent form sets out how personal information will be collected, used and protected by EWSETA, as required by POPI. The use of the words "the individual" for the purposes of this document shall be a reference to any individual communicating with EWSETA and/or concluding any agreement, registration, or application, with the inclusion of each individual referred to or included in terms of such agreement, registration or application.

2. WHAT IS PERSONAL INFORMATION?

The personal information that EWSETA requires relates to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, personal and work email and contact details.

✓ What is the purpose of the collection, use and disclosure (the processing) of personal information?

2.1 EWSETA is legally obligated to collect, use and disclose personal information for the purposes of:

2.2 Reporting skills development initiatives to the Department of Higher Education and

Training.

2.3 Reporting enrolments and achievements of programmes to the South African Qualifications Authority.

2.4 Reporting on quality assurance functions to the Quality Council of Trades and

Occupations

2.5 Evaluating and processing applications for access to financial and other benefits.

2.6 Compiling statistics and other research reports.

2.7 Providing personalized communications.

2.8 Complying with the law; and/or a purpose that is ancillary to the above.

2.9 EWSETA may also use and disclose personal information for the purposes of:

2.10 Providing personal information to third parties who demonstrate an interest in either employing or making use of the services provided by an individual, in circumstances where the individual has indicated in clause 7, below, that he/she would like his/her details made available to potential employers or clients.

2.11 EWSETA will not process personal information for a purpose other than those which are identified above without obtaining consent to further processing beforehand.

3. WHAT IS 'PROCESSING'?

POPI provides that the term "processing'' covers any operation or activity, whether or not by automatic means, concerning personal information, including collection, receipt, recording, organization, collation, storage, retrieval, alteration, consultation or use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as restriction, erasure or destruction of information.

1.1 How will EWSETA process personal information?
1.1.1 EWSETA will only collect personal information for the purpose as stated above.
1.1.2 Information will be collected in the following manner:
3.1.2.1 Directly from the individual.

3.1.2.2 from an agent, relative, employer, work colleague or other duly authorised representative who may seek or request our services.

3.1.2.3 from education institutions, training providers, or other service providers that are providing the individual with services.

3.1.2.4 from our own records relating to our previous supply of services or responses to the individual's request for services; and/or

3.1.2.5 from a relevant public or equivalent entity.

4. TO WHOM WILL PERSONAL INFORMATION BE DISCLOSED?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (trans-border flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of EWSETA's mandate or functions, personal information will be disclosed to that party, but they will equally be obliged as we are, to protect personal information in terms of POPI.

5. CONSENT AND PERMISSION TO PROCESS PERSONAL INFORMATION (AUTHORISED SIGNATORY):

5.1 I hereby provide authorization to EWSETA to process the personal information provided for the purpose stated.

5.2 I understand that withholding of or failure to disclose personal information will result in EWSETA being unable to perform its functions and/or any services or benefits I may require from EWSETA.

5.3 Where I shared personal information of individuals other than myself with EWSETA I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in accordance with this consent provided and I warrant that I am authorized to give this consent on their behalf.

5.4 To this end, I indemnify and hold EWSETA harmless in respect of any claims by any other person on whose behalf I have consented, against EWSETA should they claim that I was not so authorized.

5.5 I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.

5.6 I will not hold EWSETA responsible for any improper or unauthorized use of personal information that is beyond its reasonable control. Rights regarding the processing of personal information.

5.7 The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide EWSETA with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if EWSETA agrees to same in writing. EWSETA specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits. Further, please note that the revocation of con- sent is not retroactive and will not affect disclosures of personal information that have already been made. In order to withdraw consent, please contact the Information Officer at **koenak@ewseta.org.za**

5.8 Where personal information has changed in any respect, the individual is encouraged to notify EWSETA so that our records may be updated. EWSETA will largely rely on the individual to ensure that personal information is correct and accurate:

5.9 The individual has the right to access their personal information that EWSETA may have in its post- session and is entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:

- the information comes under legal privilege during litigation,
- the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
- giving access may cause a third party to refuse to provide similar information to
- EWSETA,
- The information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
- The information as it is disclosed may result in the disclosure of another person's information,
- The information contains an opinion about another person and that person has not consented, and/or
- The disclosure is prohibited by law.
- Requesting access and lodging of complaints
- Please submit any requests for access to personal information in writing to the EWSETA's information officer koenak@EWSETA.org.za
- With any request to access the personal information, EWSETA will require the individual to provide personal information to verify identification and therefore the right to access the information.
- There may be a reasonable charge for providing copies of the information requested.

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Signature of authorizer **Date**

____________________ ____________________

Position **Name of authority**