



REQUEST FOR PROPOSAL (“RFP”)

**APPOINTMENT OF A RESEARCH SERVICE PROVIDER TO CONDUCT
RESEARCH ON GAS AND SKILLS DEVELOPMENT IN THE SOUTH AFRICAN
CONTEXT FOR A PERIOD OF TWO (2) YEARS.**



Bid Number	EWSETA/RFP/004/2026-27
Bid Scope	APPOINTMENT OF A RESEARCH SERVICE PROVIDER TO CONDUCT RESEARCH ON GAS AND SKILLS DEVELOPMENT IN THE SOUTH AFRICAN CONTEXT FOR A PERIOD OF TWO (2) YEARS.
Issue Date	FRIDAY 07 AUGUST 2026
Non-compulsory Briefing Session	FRIDAY 21 AUGUST 2026 @ 11H00 – 12H30 REFER TO LINK BELOW
Closing Date	TUESDAY 08 SEPTEMBER 2026
Inquiries (All inquiries should be in writing)	scmadmin@ewseta.org.za

LINK TO THE NON-COMPULSORY BRIEFING SESSION

[https://teams.microsoft.com/meet/337686733318537?p=l1RdNanh
b5WbWoAZ7J](https://teams.microsoft.com/meet/337686733318537?p=l1RdNanhb5WbWoAZ7J)



TABLE OF CONTENTS

1.	BACKGROUND INFORMATION.....	3
2.	OBJECTIVES	3
3.	SCOPE OF WORK.....	4
4.	METHODOLOGY	6
5.	DELIVERABLES.....	7
6.	EVALUATION CRITERIA	9
7.	NOTES TO BIDDERS	16
8.	SUB-CONTRACTING	19
9.	SUBMISSION OF BIDS	19
10.	CLOSING DATE OF PROPOSAL	19
11.	TENDER VALIDITY.....	19
12.	FRAUD HOT-LINE	20



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 mandated to support skills development, sector transformation, and workforce preparedness within the energy and water sectors of South Africa

As part of its mandate, the EWSETA conducts sector research and labour market intelligence to inform skills planning, strategic decision-making, and the responsiveness of education and training provision in alignment with national priorities

South Africa's evolving energy landscape, energy security requirements, industrialisation priorities, and Just Energy Transition (JET) agenda are expected to significantly influence future workforce and skills requirements within the energy sector. In this context, natural gas is increasingly being recognised as an important component of the country's evolving energy mix and transition pathway.

The growing focus on gas infrastructure, gas-to-power initiatives, industrial gas applications, regional gas developments, and associated investments is expected to influence future occupational demand, workforce capability requirements, infrastructure readiness, and skills development priorities across the energy sector.

Furthermore, the EWSETA is responsible for conducting research to inform the skills development strategy of the energy and water sector and to continuously improve the relevance, quality, and responsiveness of skills delivery.

Based on the above, the EWSETA intends to conduct topical research to gain a deeper understanding of the role of gas in the future energy mix of South Africa, as well as the current and future skills requirements necessary to support the development, operation, and expansion of the natural gas value chain. The study seeks to strengthen its position as an authoritative institution for evidence-based skills planning and implementation within the evolving energy sector.

2. OBJECTIVES

The EWSETA seeks to appoint either a **public university, university of technology**, or a **research institution** (hereafter referred to as the "appointed research service provider") with the requisite expertise to conduct research in line with the requirements stipulated herein.

The research undertaking, scheduled to commence by September 2026, must be completed by **31 March 2028** (with all deliverables met), or by a date determined by EWSETA, at which point all deliverables (including a final research report) must be submitted in accordance with the Terms of Reference (TOR) and the Service Level



Agreement (SLA) entered into between the EWSETA and the appointed research service provider.

The purpose of the research is to ensure that the EWSETA has access to relevant, credible, and up-to-date data and information relating to natural gas as a component of the energy mix and the skills required to support the natural gas industry.

Accordingly, the primary aim of the research is to understand how the development and utilisation of standard industrial classification (SIC) code 41200 (which is the manufacture of gas; distribution of gaseous fuels through mains) informs the current and future skill needs of the energy sector.

The study will further support the identification of occupations in high demand, hard-to-fill vacancies (HTFVs), and emerging skills requirements within SIC code 41200 (the manufacture of gas; distribution of gaseous fuels through mains), enabling alignment between labour market demand, education and training provision, and EWSETA-funded skills development interventions.

Lastly, the research outcomes will inform the EWSETA's strategy and Sector Skills Plan (SSP) updates. Furthermore, the research will also contribute to National Skills Development Plan (NSDP) aligned performance reporting, learning intervention/programme prioritisation, and stakeholder engagement strategies.

3. SCOPE OF WORK

The appointed research service provider will conduct research and prepare a comprehensive research report in accordance with this Terms of Reference (TOR). The research focusses areas outlined below serve as a guide to the level of data, information, knowledge, and insight to be generated through the study. These focus areas are not exhaustive, and the appointed research service provider is expected to provide expert guidance and make meaningful, value-adding inputs to refine and expand the research scope where appropriate.

The research service provider must demonstrate an appropriate level of expertise and experience relevant to the subject matter of skills development as it relates to the gas subsector (i.e., SIC code 41200) related energy systems, in line with the requirements stipulated in this TOR.

The research **areas of focus include, but are not limited to**, the following:

- 3.1 The role of gas (SIC code 41200) in the current and future energy mix of South Africa, including its contribution to energy security, transition pathways, and economic development.
- 3.2 Assessing whether gas constitutes a major change driver within the energy sector, particularly in relation to energy transition, industrial development, and decarbonisation objectives.



- 3.3 Unpack the gas upstream, midstream, and downstream activities and clearly articulate the value chains with a skills development perspective (in relation to SIC code 41200).
- 3.4 Exploring the current and future influence of gas on the energy sector, including implications for EWSETA skills delivery mechanism including, infrastructure development, investment, regulation, employment, entrepreneurship support.
- 3.5 Identifying the qualifications, knowledge base, and existing, emerging, and future skills required to support the development, operation, maintenance, and regulation of the gas value chain and its subsectors.
- 3.6 Assessing the readiness of sector organisations, employers, and training providers to adopt, support,
- 3.7 and scale gas-related activities and associated skills development initiatives (in terms of SIC code 41200). This assessment must include a narrative on TVET colleges, universities of technology, and other accredited institutions of learning delivering gas-related (i.e., SIC code 41200) programmes including infrastructure requirements, lecturer capacity, and industry partnerships needed to support workplace-based learning.
- 3.8 Determining appropriate measures to be adopted by the EWSETA in relation to education, training, and workforce preparation to support the gas sector and its future skills demands.
- 3.9 Exploring risk factors associated with gas development in relation to jobs, qualifications, skills, and education and training, including risks such as skills shortages, skills gaps, skills obsolescence, and workforce displacement.
- 3.10 Describing business-related risk factors, including cost implications of technological change, regulatory uncertainty, and market dynamics, and reconciling these within the context of skills development and workforce planning.
- 3.11 Reporting and disseminating the key findings (in line with the prescribed EWSETA reporting format to be provided upon signing of the service level agreement with the appointed research service provider).
- 3.11.1 All findings and recommendations must be evidence-based and supported by a comprehensive portfolio of evidence. These must be submitted to the EWSETA as stipulated in the service level agreement entered with the appointed research service provider.

The following key aspects must also be adhered to:

- 3.11.1.1 Provide key findings.
- 3.11.1.2 Document in-depth insights.
- 3.11.1.3 Make appropriate recommendations (over and above those related to the preceding sections).
- 3.11.1.4 Make appropriate recommendations for further research related to this research undertaking.



- 3.11.1.5 All work produced as part of this research undertaking shall remain the property of the EWSETA (including, but not limited to, intellectual property).
- 3.11.2 In support of this research undertaking, the following aspects must be covered:
 - 3.11.2.1 Identification and mapping of priority occupations and scarce and critical skills across gas and its subsectors, aligned to the Organising Framework for Occupations (OFO).
 - 3.11.2.2 Assessment of skills supply versus demand, including pipeline analysis from education and training institutions.
 - 3.11.2.3 Analysis of occupational pathways, career progression, and articulation opportunities within the gas value chain.
 - 3.11.2.4 Identification of skills development interventions required across the learning continuum (e.g., TVET colleges, Community-based colleges, higher education institutions, workplace-based learning, continuous professional development, and lifelong learning).
 - 3.11.2.5 Implications for qualification development, review, or updating, including occupational qualifications and skills programmes.
 - 3.11.2.6 Alignment of skills development-related findings to NSDP outcomes.

4. METHODOLOGY

The appointed research service provider must design and apply appropriate research tools and methodologies to ensure the collection, analysis, and interpretation of verifiable and credible data and information. The methodology must include, but is not limited to, desktop literature reviews, surveys, structured or semi-structured interviews with key stakeholders, and robust data analysis and synthesis.

The research service provider is required to ensure adherence to ethical standards, data integrity, and all applicable legal and regulatory prescripts, including the Protection of Personal Information Act (POPIA), when collecting, managing, and analysing data.

The proposed research methodology will be subject to review and approval by the EWSETA.

The following serves as a general guideline for the research approach and methods to be applied:

- 4.1 Definition of the key objectives of the study.
- 4.2 Research study design, including target population, data collection methods, sampling approach, and data analysis techniques (aligned to scientific and formal research standards).
- 4.3 Questionnaire development, including considerations such as length, question design, data entry requirements, open- and closed-ended questions, variables, coding, answer scales, sequencing, and layout.



- 4.4 Interview instrument development, including qualitative question design, number and length of interviews, and the type of information to be derived.
- 4.5 Data management, including data collection and organisation, documentation of the fieldwork phase, response tracking, quality control measures, data cleaning and coding, and strategies to ensure acceptable response rates.
- 4.6 Data analysis, including coding of qualitative and quantitative data, management of missing values, data validation, and use of appropriate statistical or analytical software (e.g. SPSS or equivalent).
- 4.7 Testing and validation of findings from desktop and field research, and exploration of potential strategies for improving skills provision and workforce preparedness in response to gas development and the future energy mix.
- 4.8 Presentation of results, including interpretation of findings, identification of key challenges and opportunities, development of actionable recommendations, and dissemination of findings through written reports and presentations.
- 4.9 The research methodology must enable the generation of SSP-ready datasets, including occupational classifications, skills demand forecasts, and sectoral skills insights that can be integrated into EWSETA planning and reporting frameworks.

5. DELIVERABLES

- 5.1 **Research Project Plan:** The appointed research service provider must submit a research project plan detailing the implementation of the research undertaking. The project plan must include the research project approach, timelines, milestones, research team structure (including roles and responsibilities), reporting protocols, communication protocols, risk management plan, and other areas of the project plan as required by the EWSETA.
- 5.2 **Draft Report:** The research service provider must deliver a draft research report in line with all EWSETA requirements and in accordance with the service level agreement (SLA) entered during the appointment of the research service provider. The draft research study report will be delivered to the EWSETA as follows:
 - 5.2.1 One (1) electronic copy of the research report in Microsoft Word format, submitted electronically via email, or by another suitable method as determined by EWSETA (**ensure the electronic copy submission is readable by any computer**).
 - 5.2.2 A portfolio of evidence (POE) must be provided for each chapter of the research report. The evidence must include complete raw quantitative and qualitative data sets, all interview transcripts and voice recordings, synthesis reports, and any other evidence required by the EWSETA. **electronically** (ensure the electronic copy submission is readable by any computer).
- 5.3 **Final report:** The appointed research service provider must deliver an edited, final research report in line with all EWSETA requirements and in accordance with the service level agreement (SLA) entered between the EWSETA and the appointed service provider. The draft research study report will be delivered to the EWSETA as follows:



- 5.3.1 1 x electronic copy of the research report, both full and in 1/3/25 format (including annexures and any attachments as required by the EWSETA) (ensure the electronic copy submission is readable by any computer).
- 5.3.2 A portfolio of evidence (POE) must be provided for each chapter of the research report. The evidence includes complete raw quantitative and/or qualitative data sets, all interview transcripts and voice recordings, synthesis reports, and any other evidence required by the EWSETA. The POE must be submitted electronically (ensure the electronic copy submission is readable by any computer).
- 5.3.3 A PowerPoint presentation of the edited final research report submitted **electronically** (ensure the electronic copy submission is readable by any computer).
- 5.3.4 At least two opinion pieces, based on the research conducted, examining the gas value chain, its future orientation within South Africa's energy mix, and the role of skills development in the gas sector submitted electronically (ensure the electronic copy submission is readable by any computer). **The opinion pieces must be co-authored with the EWSETA.**
- 5.4 The final research study report shall incorporate all amendments, inputs, and additions to the first draft as required by the EWSETA.
- 5.5 Additionally, the final research outputs must explicitly indicate how the findings and recommendations support:
 - SSP priority setting and sectoral skills planning;
 - NSDP performance indicators and outcomes;
 - EWSETA discretionary grant allocation and learning programme implementation; and
 - Monitoring and evaluation of skills development impact within the gas industry.



6. EVALUATION CRITERIA

EWSETA needs to be satisfied, in all respects, that the service provider selected has the necessary resources and abilities to deliver the required services. All submissions will be regarded in a fair manner in terms of evaluation criteria and process. The evaluation will be in accordance with EWSETA's SCM Policy, and the Preferential Procurement Regulations 2022 issued in terms of the Preferential Procurement Policy Framework Act (Act No. 5 of 2000), whereby the 80/20 preference point system will be applied to evaluate the received proposals. A total of 80 points will be allocated in price and 20 points on specific goals, using SBD 6.1 to claim the points.

THE RFP WILL BE EVALUATED IN FOUR (04) STAGES AS FOLLOWS

STAGE 1: Mandatory Requirement

STAGE 2: Pre-qualification Criteria: Returnable Administrative Documents

STAGE 3: Technical/Functionality Evaluation Stage

STAGE 4: Price and Specific Goal Stage

6.1 STAGE 1: MANDATORY REQUIREMENTS

Mandatory Requirements		
#	Criteria	Yes / No
6.1.1	Bidders must be a public research institution	

***NB Failure to indicate above will render your bid null and void and will not be considered / will be disqualified.**

6.2 STAGE 2: Pre-Qualification Criteria / Returnable Administrative 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

PRE-QUALIFICATION CRITERIA: RETURNABLE ADMINISTRATIVE DOCUMENTS

	Administrative Compliance	Yes	No
6.2.1	Bidders CSD (Central Supplier Database) Report / Number		
6.2.2	Joint Venture Agreement, if applicable		
6.2.3	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 BBBEE certificate/affidavit must be attached.		



	Administrative Compliance	Yes	No
6.2.4	The following Standard Bidding Documents (SBD) Forms must be fully completed and signed :		
6.2.4.1	SBD 1 (Annexure 1)		
6.2.4.2	SBD 3.3 (Annexure 2)		
6.2.4.3	SBD 6.1 (Annexure 3)		
6.2.4.4	SBD 4 (Annexure 4)		
6.1.5	Annexure 5 - General conditions of Purchase [fully signed on the last page and initial on each page]		
6.1.6	Annexure 6 - 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.		
6.1.7	Tax Pin issued by SARS (Tax Clearance 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.**

6.3 STAGE 3: TECHNICAL/FUNCTIONALITY STAGE

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 and proceed to Stage 3 of the evaluation process.



TECHNICAL/FUNCTIONALITY EVALUATION CRITERIA

Criteria	Scoring	Weighted score
Reference letters from companies, as evidence of the bidding service providers previously conducted gas or energy-related research studies. NB: <i>The Reference Letter(s) must be on the letterhead of the previously serviced client and should reflect at least the name of the client, title of the research study completed, year conducted, year completed, contactable reference name and contact details of the client)</i>	3 valid letters attached = 30 points 2 valid letters attached = 20 points 1 valid letter attached = 10 points No reference letters attached = 0 points.	30
Experience of the Lead/Senior Researcher who will lead the research undertaking. 1. The Lead Researcher MUST have undertaken related research studies in at least two SETAs and/or related public organisations/institutions (such as NSA; DHET; CHE; Quality Councils; Public Universities; Public Enterprises/Companies; and Public Colleges). Unrelated organisations will not be considered. 2. Provide a short abstract (of not more than 250 words) for each of the related research studies previously undertaken by the LEAD/Senior Researcher. The research paper/study abstracts must be verifiable through valid, contactable references and may be subject to verification at the discretion of the EWSETA.	Experience includes: Two (2) abstracts attached of completed (related) research undertakings (i.e., related studies) within the energy sector (or a related industry) = 40 points One (1) abstract attached of a completed (related) research undertaking (i.e., gas or energy-related research study) within the energy sector (or a related industry) = 20 points No abstracts of completed (related) research studies attached = 0 points NB: a. Bidders must identify the proposed Lead/Senior researcher only and submit a short abstract (of not more than 250 words) for each of the related research studies	40

Criteria	Scoring	Weighted score
	previously undertaken <u>by the Lead/Senior Researcher.</u> b. Bidders are required to attach no more than two (2) abstracts of previously completed related research studies (<u>completed by the Lead/Senior Researcher</u>). Additional submissions will not be considered. <u>Please note that any documentation not specifically requested will not be considered.</u>	
Qualifications of the Lead/Senior Researcher. <u>Preferred qualifications:</u> Master of Philosophy (MPhil) or a PhD in 1. Human Resource Development (Research) combined with a degree in energy Management/Leadership. OR 2. PhD in Energy Studies <u>Other qualifications possibly considered:</u> 3. Master's degree / Doctorate degree in any combination of fields pertaining to HRD and related fields in energy. 4. Lead/Senior Researchers from other fields or disciplines not listed may also be considered, provided they hold at least a PhD-level qualification, as determined by the EWSETA. Consideration will depend on the level of experience of the Senior/Lead Researcher and alignment with the research study requirements, at the sole discretion of EWSETA. NB. Bidders must attach a certified copy of the Lead/Senior Researcher's qualifications and South African Identity Document (either a	Qualifications: Masters in related field = 20 points Doctorate in related field = 30 points Unrelated/related qualification does not equivalent to relevant Master's/ Doctorate = 0 points NB. Bidders must attach a certified copy of the Lead/Senior Researcher's qualifications. The certification stamp and signature must be clear and easily readable, and the stamp date must not be older than six (6) months prior to the closing date of proposal (bid) submissions (as stipulated on the front page of the Terms of Reference - see "Closing Date for Submission of Bids"). <u>Uncertified qualifications and/or certifications older than six (6) months prior to the closing date will not be accepted and will therefore not score any points.</u>	30



Criteria	Scoring	Weighted score
Green ID Book or Smart ID. If attaching a SMART ID, a certified copy of both front and back of the SMART ID are required). The certification stamps and signatures must be clear and easily readable, <u>and the stamp dates must not be older than six (6) months</u> of all copies prior to the closing date of proposal (bid) submissions (as stipulated on the front page of the Terms of Reference - see "Closing Date for Submission of Bids"). <u>Uncertified qualifications and/or certifications older than six (6) months prior to the closing date will not be accepted and will therefore not be awarded any points.</u>		
TOTAL		100

* **NB:** Failure by a bidder to achieve the minimum required score of **75** points out of **100 (75%)** for functionality will result in disqualification from proceeding to the next stage of the evaluation process.

6.4 STAGE 4: PRICING AND SPECIFIC GOALS

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 B-BBEE status level contribution.



B-BBEE Status Level of contributor	Number of points 80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 6.4.1 Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.
- 6.4.2 A tenderer failing to submit proof of the B-BBEE status level of the contributor or is a non-compliant contributor to B-BBEE may not be disqualified but may only score points out of 80 for price; and scores 0 points out of 20 for B-BBEE.
- 6.4.3 A trust, consortium, or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bidder.
- 6.4.4 A bidder will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

6.5 Financial Proposal

Financial proposals will be compared based on their total amount inclusive of VAT and all other related costs. Bidders are required to submit financial proposals as per the table below on a company letterhead.

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

Prospective bidders are required to submit a detailed pricing schedule that includes all costs associated with the successful implementation of the assignment over the two-year study period. The pricing schedule should be comprehensive, realistic, and inclusive of all costs necessary to complete the scope of work. **No additional costs outside the approved contract value will be considered.**



The pricing schedule shall be submitted in accordance with the template pricing schedule below.

6.5.1 Pricing Schedule

#	Cost Category	Description of Cost Items	Total Cost (Excl. Vat)
1.	Personnel and Professional Fees	Team leader and any related researchers, field coordinators, field supervisors, data collectors, qualitative researchers, data analysts, statisticians, GIS specialists (where applicable), data entry personnel, report writers, editors, administrative support, and other technical staff.	R
2.	Travel and Transport	Where related, Vehicle hire, fuel, mileage, public transport, air travel (where applicable), local transport, parking, toll fees and logistics for field activities.	R
3.	Data Collection, Management and Analysis	Data collection, cleaning, coding, transcription, translation, database management, statistical analysis, qualitative analysis, and software licenses as required	R
4.	Stakeholder Engagement	Meetings, stakeholder consultations, dissemination workshops, validation meetings, and feedback sessions as required.	R
5.	Reporting and Deliverables	Preparation of progress reports, technical reports, presentations, policy briefs, infographics and final report editing, design and printing (if applicable).	R
TOTAL EXCL. VAT			R
VAT @ 15% if applicable			R
TOTAL INCL. VAT			R

Bidders shall ensure that:

- The pricing schedule shall cover the entire two-year study implementation period.
- Travel and fieldwork costs should include transportation, accommodation, subsistence, field allowances, and all logistics required to conduct research activities.
- EWSETA reserves the right to request clarification or justification for any cost item included in the pricing schedule.

The submitted financial proposal should represent the bidder's full cost of delivering all activities, outputs and deliverables described in the Terms of Reference.

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.



All bidders are required to complete the VAT declaration below. This information is necessary for compliance and evaluation purposes. Failure to declare VAT status or provide a valid VAT number (if registered) may lead to disqualification or non-evaluation of your submission.

Question

Response

Are you a VAT-registered vendor?

Yes

No

Vat Registration Number (if applicable)

7. 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:

- 7.1 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.
- 7.2 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.
- 7.3 The EWSETA will not be liable to reimburse any costs incurred by bidders in preparing their proposals.
- 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 reserves the right not the award to the highest bidder based on the pricing and preference points evaluation stage.
- 7.7 EWSETA will not make upfront payments.
- 7.8 The successful service provider must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded.
- 7.9 The successful bidder will be informed of the outcome. A contract will only be deemed concluded when reduced to writing and signed by the designated responsible person of both parties (duly authorised). The designated responsible person of the EWSETA is the Chief Executive Officer or his written authorised delegate.
- 7.10 The EWSETA undertakes to pay valid invoices in full within 30 (thirty) days if all supporting documents are submitted.
- 7.11 Please note that any plagiarism of any sort contained within any bid or any other documents submitted to the EWSETA by any bidder will result in the disqualification of the respective bidder.



- 7.12 EWSETA may request clarification or further information regarding any aspect of the bidder. The bidder must provide the requested information within forty-eight (48) hours after the request has been made; otherwise, the bidder may be disqualified.
- 7.13 In the absence of a team member included in the proposal post award, a suitable replacement must be organised with EWSETA's prior approval.
- 7.14 Scheduled outages, after hours or weekends, must be part of total costs and NOT additional cost.
- 7.15 All bidders are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.
- 7.16 EWSETA reserves the right to appoint more than one service provider.

8. CONTRACTUAL AND ADMINISTRATIVE PROVISIONS

- **Confidentiality and Data Protection:** the successful bidder must protect confidential information, securely store research data, and comply with applicable data protection laws and ethical standards.
- **Data Ownership and Handover:** the successful bidder must ensure that all raw data, cleaned datasets, codebooks, transcripts, metadata, analysis scripts, GIS files (if applicable), and any other research materials must be handed over to EWSETA in editable formats at agreed milestones and before project completion.
- **Quality Assurance:** the successful bidder must perform quality control, field supervision, verification checks, data validation, and documentation of quality assurance procedures.
- **Conflict of Interest:** bidders must disclose any actual, potential, or perceived conflicts of interest that could affect the impartiality of the research.
- **Non-Disclosure:** the successful bidder must not share research findings or project information with third parties without EWSETA's prior written approval.
- **Payment Schedule:** linking payments to the acceptance of key deliverables.
- **Records and Audit Rights:** EWSETA may from time to time inspect project records and financial documentation related to the research study.
- **Intellectual Property Rights:**

All data, information, research instruments, methodologies, databases, transcripts, field notes, analyses, reports, publications, presentations, and any other materials, outputs or deliverables developed, collected, generated or produced under this research study shall become the sole and exclusive property of EWSETA.

The Service Provider shall not claim any ownership, copyright, intellectual property rights or other proprietary interest in any materials or outputs produced under the contract. The Service Provider may not publish, reproduce, distribute, disclose, or otherwise use any data, findings, reports or other project outputs for any purpose outside the scope of the contract without EWSETA's prior written approval.



The Service Provider shall ensure that all personnel, subcontractors and consultants engaged in the assignment comply with these intellectual property obligations. Upon completion or termination of the contract, the Service Provider shall promptly hand over to EWSETA all original and electronic copies of data, research instruments, databases, transcripts, reports, and other project materials in the formats specified by EWSETA.

Any pre-existing intellectual property owned by the Service Provider that is incorporated into the deliverables shall remain the property of the Service Provider. However, the Service Provider grants EWSETA a perpetual, irrevocable, worldwide, royalty-free licence to use, reproduce, modify and distribute such pre-existing intellectual property solely to the extent necessary for EWSETA to use and benefit from the deliverables produced under this assignment.

The obligations contained in this clause shall survive the expiry or termination of the contract.

- **Research Ethics and Research Integrity:**

The Service Provider shall conduct all research activities in accordance with recognised principles of research ethics, professional integrity, honesty, transparency and good scientific practice. The Service Provider shall obtain all required ethical approvals, research permits and informed consent where applicable, and shall ensure that the rights, dignity, privacy and confidentiality of all research participants are protected throughout the assignment.

All reports, datasets, analyses, research instruments, presentations and other deliverables submitted under this assignment shall be original works prepared specifically for EWSETA. The Service Provider warrants that all deliverables will be free from plagiarism, fabrication, falsification, misrepresentation and any other form of research misconduct or academic dishonesty.

Where artificial intelligence (AI) or other automated technologies are used to support the research process or the preparation of deliverables, the Service Provider shall remain fully responsible for the accuracy, originality, quality, validity and integrity of all outputs. The use of AI shall not replace professional judgement, critical analysis, independent verification or appropriate citation of sources. Any material generated or substantially assisted by AI shall be carefully reviewed, validated and edited by appropriately qualified personnel before submission to EWSETA.

The Service Provider shall ensure that the use of AI or other digital tools does not result in copyright infringement, plagiarism, disclosure of confidential information, or the inclusion of inaccurate, fabricated or misleading content. Upon request, EWSETA may require the Service Provider to disclose the extent to which AI-assisted tools were used in the preparation of any deliverable and to demonstrate the quality assurance measures undertaken to verify the resulting outputs.

EWSETA reserves the right to reject any deliverable that is found to contain plagiarised material, fabricated information, unverified AI-generated content, or any other breach



of research ethics or research integrity. Such deficiencies shall be corrected by the Service Provider at its own cost and within the timeframe specified by EWSETA, without prejudice to any other contractual remedies available to EWSETA.

9. 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.

10. 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/004/2026-27**

Envelope 2: Price Proposal:

Marked with name of bidder, contact details, company address closing date, and clearly titled indicating Tender No: **EWSETA/RFP/004/2026-27**

It must contain the price proposal and valid BEE certificate for EWSETA Tender No.:
EWSETA/RFP/004/2026-27

11. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **08 September 2026 not later 11am**. Please note that no late proposals will be considered.

12. TENDER VALIDITY

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



13. 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)

14. 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.

15. 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.



ANNEXURE 1 - STANDARD BIDDING DOCUMENT (SBD) 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EWSETA					
BIDNUMBER:	EWSETA/RFP/004/2026-27	CLOSING DATE:	08 September 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A RESEARCH SERVICE PROVIDER TO CONDUCT RESEARCH ON GAS AND SKILLS DEVELOPMENT IN THE SOUTH AFRICAN CONTEXT FOR A PERIOD OF TWO (2) YEARS.				
BID RESPONSE DOCUMENTS SHOULD BE SENT TO THE SCM EMAIL ADDRESS					
Alchemy Building, Ground Floor 22 Wellington Road Parktown, Johannesburg 2198					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM ADMIN		CONTACT PERSON	SCM ADMIN	
TELEPHONE NUMBER	011 274 4700		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	scmadmin@ewseta.org.za		E-MAIL ADDRESS	scmadmin@ewseta.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					



SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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 PHYSICALLY 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION, NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
--



- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.6 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.8 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE 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: SBD 3.3 pricing schedule (professional services)

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER:	BID NO.: EWSETA/RFQ/004/2026-27
CLOSING TIME 11:00	CLOSING DATE: 08 SEPTEMBER 2026

OFFER TO BE VALID FOR90.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
------------	-------------	--

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. PERSON AND POSITION

	HOURLY RATE	DAILY RATE
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	



5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----			R.....
-----			R.....
-----			R.....
-----			R.....

TOTAL: R.....

** " all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----			R.....
-----			R.....
-----			R.....



7. Estimated man-days for completion of project

.....
.....

*YES/NO

8. Are the rates quoted firm for the full period of contract?

.....

..... R.....

TOTAL: R.....

Period required for commencement with project after acceptance of bid

If not firm for the full period, provide details of the basis on which
Adjustments will be applied for, for example consumer price index.....



ANNEXURE 3 – SBD4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution?
YES/NO
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state



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

2.3.1 If so, furnish particulars:

.....

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.



- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 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.
- 3.5 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.
- 3.6 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.
- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....

Signature

Date

.....

Designation

.....

Name of bidder



ANNEXURE 4: SBD 6.1 - PREFERENCE POINTS CLAIM FORM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R99 900 000 (all applicable taxes included); and

1.2 **To be completed by the organ of state**

The applicable preference point system for this tender is the 80/20 preference point system.

- a) The 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100



- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

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



A maximum of 80 or 90 points is allocated for price on the following basis:

or

90/10

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. 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:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

32



Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level Contributor Status: 1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company



- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Annexure 5: 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 performing the contract.
- iii. Any document, other than the contract itself mentioned in GCC clause 5.1 shall 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 performing the contract.
- iii. Any document, other than the contract itself mentioned in GCC clause 5.1 shall 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.

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 shall itself 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 to 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 favourable 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 condition 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 perform 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**
- 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.

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Signature

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Date

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Position

.....

Name of bidder

ANNEXURE 6 - 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, and 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 personalised 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, organisation, 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.

3.1 How will EWSETA process personal information?

3.1.1 EWSETA will only collect personal information for the purpose as stated above.

3.1.2 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 authorisation 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 authorised 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 authorised.

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 unauthorised 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 consent 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.
- If any request has not been addressed satisfactorily, a complaint may be lodged at the office of the Information Regulator.

Signature of authoriser

Date

Position

Name of authority