



REQUEST FOR QUOTATION (“RFQ”)

PROCUREMENT OF AN ONLINE TRAVEL MANAGEMENT SYSTEM FOR A PERIOD OF THREE (03) YEARS



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| Bid Number | EWSETA/RFQ/036/2022 |
| Bid Scope | PROCUREMENT OF AN ONLINE TRAVEL MANAGEMENT SYSTEM FOR A PERIOD OF THREE (03) YEARS |
| Issue Date | FRIDAY 24 JUNE 2022 |
| Non-Compulsory briefing session | TUESDAY 28 JUNE 2022 @10:00hrs The meeting will be hosted on the virtual platform Microsoft Teams. Interested parties can access the meeting via the link below: |
| Closing Date for submission of bids | FRIDAY 1 JULY 2022 at 13:00hours |
| Inquiries (All inquiries should be in writing) | scmadmin@ewseta.org.za |

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGFmNjdjNTctNzA3Yi00NDE1LTkzNTctNTEExZiczMTY2MjRi%40thread.v2/0?context=%7b%22Tid%22%3a%22ac6a322c-f877-45e7-bac0-84cbce933f77%22%2c%22Oid%22%3a%229ed0ad9e-6531-41ae-8011-a7d1b304a636%22%7d

1. BACKGROUND INFORMATION

The Energy and Water Sector Education and Training Authority (“EWSETA”) is a statutory body established through the Skills Development Act of 1998 to enable its stakeholders to advance the national and global position of the Energy and Water sector by facilitating the effective development of skills required to respond to related imperatives as envisaged in the National Development Plan (NDP).

2. OBJECTIVE

EWSETA’s primary objective is to enter into agreement with a successful travel management company for the supply, support and maintenance of online travel management system for a period of three (03) years. The service provider will be expected of the following.

- Provide EWSETA with the online travel management services that is consistent, reliable and will maintain a high level of traveler satisfaction in line with the service levels.
- Provide EWSETA with a dedicated key account manager that is suitably, qualified and experienced for the duration of the contract.
- The system should cater for EWSETA delegation of authority approvals to approve all the bookings on the system.
- The system should be able to achieve significant cost savings for EWSETA without any degradation in the services.
- Provide training to super user and other system users; and
- Contain EWSETA’s risk and traveler risk.

3. SCOPE OF WORK

A competent successful service provider should be able to provide a system that will be able to deliver the following services:

3.1 AIRLINE

- Process reservations for online, full-service carriers as well as low-cost carriers and be able to book the most cost-effective airfares possible on domestic travel, international flights, the airline which provides the most cost effective and practical routings may be used.
- The System to also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable.
- The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- The system should be able to send airline tickets electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.

- The System should be able to track and manage unused e-tickets as per agreement with the institution and provide a report on refund management on a monthly basis.
- The System should during the report period provide proof of bookings that were made against the discounted rates on the published fares where applicable.
- Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.).
- A dedicated consultant/s should be available to assist VIP/Executive Travellers.
- Assist with lounge access as and when required.

3.2 ACCOMMODATION

- The system should be able provide price comparisons within the maximum allowable rate matrix as per the cost containment instruction No. 7 of 2020/2021.
- The system to provide a minimum of three price comparisons from accommodation establishments that provides the best available rate within the maximum allowable rate and that is located as close as possible to the venue, office, location or destination of the traveller.
- This includes planning, booking, confirming, and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with NT's cost containment policy.
- System to have loaded accommodation establishments with which has negotiated government and/or corporate rates.
- The System to provide suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs.
- Accommodation vouchers should be issued to all travellers for accommodation bookings and should be invoiced to EWSETA as per arrangement within the same month of travel and invoices should be supported by a copy of the original hotel accommodation charges.
- System to allow cancellation of accommodation bookings to be done promptly to guard against no show and late cancellation fees.
- Online team assistants when experiencing difficulties.
- After Hours Assistance.

3.3 CAR RENTAL AND SHUTTLE SERVICES

- The system to book the approved category vehicle in accordance with the NT Cost containment Policy with the appointed car rental service provider from the closest rental location (Airport, hotel and venue).
- The System should ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.

- The system will book transfers in line and/or alternative service providers and to include bus and coach services.
- The TMC should during their report period provide proof that negotiated rates were booked, where applicable.
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3.4 FINANCIAL MANAGEMENT

- The Travel Management Company (TMC) should implement the rates negotiated by NT with travel service providers or the discounted air fares and the maximum allowable rates established by the NT where applicable
- The TMC will be responsible to manage the service provider's accounts. This will include the timely receipt of invoices to be presented to EWSETA for payment within the agreed time period.
- Enable savings on total annual travel expenditure and this should be reported, and proof should be provided during monthly and quarterly reviews
- System to be able to consolidate Travel Supplier bill-back invoices.
- EWSETA have a travel lodge card in place, the system should be responsible to process the payment of air, accommodation and ground transportation and will also be responsible to consolidate through a corporate card vendor
- The online system should be able to consolidate the invoices and supporting documentation should be provided to EWSETA's Financial Department on the agreed time period e.g., monthly. This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider billback report or the credit card statement

3.5 TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING

- The online system should have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- All management information and data input should be accurate.
- The TMC online service will be required to provide the EWSETA with a minimum of three (3) standard monthly reports that are in line with the NT Cost Containment Instructions reporting template requirements at no cost
- Reports should be accurate and be provided as per National Treasury's specific requirements at the agreed time. Information should be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).
- EWSETA may request the TMC to provide additional management reports.
- Reports should be available in an electronic format for example Microsoft Excel.

- Service Level Agreements (SLA) reports should be provided on the agreed date. It will include but will not be limited to the following:
 - a. Travel**
 - After hours' Report.
 - Compliments and complaints.
 - Consultant Productivity Report.
 - Long term accommodation and car rental.
 - Extension of business travel to include leisure.
 - Upgrade of class of travel (air, accommodation and ground transportation)
 - Bookings outside Travel Policy.
 - b. Finance**
 - Creditor's ageing report
 - Creditor's summary payments
 - Reconciled reports for Travel Lodge card statement.
 - No show reports
 - Cancellation report.
 - Refund Log
 - Open voucher report

3.6 ACCOUNT MANAGEMENT

- An Account Management structure should be put in place to respond to the needs and requirements of the EWSETA and act as a liaison for handling all matters regarding delivery of services in terms of the contract.
- The TMC should appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the EWSETA's account
- The necessary processes should be implemented to ensure good quality management and always ensuring Traveller and client satisfaction.
- A complaint handling procedure should be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- Ensure that the National Treasury's Travel Policy is enforced.
- The Service Level Agreement (SLA) should be managed, and customer satisfaction surveys conducted to measure the performance of the TMC
- Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA should be presented.

3.7 VALUE ADDED SERVICES

The online system should provide the following value-added services without limitation the following information:

- Destination information for regional and international destinations:
- Health warnings.
- Weather forecasts.
- Places of interest.
- Visa information.
- Travel alerts.
- Information including the cost of public transport.
- Rules and procedures of the airports.
- Business etiquette specific to the country.
- Airline baggage policy; and Supplier updates
- Electronic voucher retrieval via web and smart phones.
- SMS notifications for travel confirmations.
- Travel audits.
- Global Travel Risk Management.
- VIP services for Executives that include but is not limited to check-in support.

3.8 COST MANAGEMENT

- The National Treasury's cost containment initiative and the EWSETA 's Travel Policy is establishing a basis for a cost savings culture.
- It is the obligation of the TMC to ensure that the online system always advise on the most cost-effective option, and costs should be within the framework of the National Treasury's cost containment instructions
- The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.
- The system should be able to provide the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with EWSETA 's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

3.9 QUARTERLY AND ANNUAL TRAVEL REVIEWS

- Quarterly reviews are required to be presented by the TMC on all EWSETA travel activity in the previous three-month period. These reviews are comprehensive and presented to EWSETA Procurement and Finance teams as part of the performance management reviews based on the service levels.
- These Travel Reviews will include without limitation the following information:

- Total travel spends
- Air spend analysis
- Accommodation Spend analysis
- Car hire spend analysis
- Top travellers
- Top suppliers
- Top after hours users
- Savings report
- Refunds report
- After hours report
- Most common routes, Domestic and International
- Number of transactions
- Advance booking analysis

4. EVALUATION CRITERIA

4.1 Stage 1: Pre-Qualification Criteria

4.1.1 Submission of Compulsory Documents:

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

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

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

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

4.1.2 Non-compulsory documents

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

4.1.2.1 Tax Clearance Certificate or Tax Pin. A prospective service provider must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is therefore a condition of this bid that the tax matters of the

bidder be in order at the time of award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.

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

4.2 Stage 2: 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 **70 points** (out of the 100 points), i.e., 70%, for Functionality in order to qualify and proceed to Stage 3 of the evaluation process

| Criteria | Sub Criteria | Scoring Matrix | Weighted Score |
|---------------------|--|--|----------------|
| Methodology | The Bidder must provide a detailed explanation of the methodology which details how the service will be carried out as outlined in the scope of work. | <p>The methodology is suited and tailored to the project needs and demonstrates the following:</p> <p>The methodology is clear, relevant, and demonstrates bidders understanding of the requirements and tailored to the project needs. = 21 - 30 points</p> <p>Methodology demonstrates an average understanding of the requirements. = 11 - 20 points</p> <p>The knowledge provided lacks context of the requirement. 0 - 10 points</p> | 30 |
| Project Plan | Bidders are required to submit the implementation plan and the project plan must have deliverables and timeframes including Realistic approach to render services after hours, during emergencies and at short notice. | <p>The project plan is suited and tailored to the project needs and demonstrates the following:</p> <p>The project plan is clear, relevant, and demonstrates bidders understanding of the requirements and tailored to the project needs = 6 - 10 points</p> | 10 |

| | | | |
|---------------------------------|--|---|------------|
| | | The project plan provided lacks context of the requirement. 0-5 points | |
| References | Reference letters from different public sector clients as evidence of related services previously conducted. NB: The Reference Letter(s) must not be older than 5 years and must be on the letterhead of the previously serviced client and should reflect at least name of the client, title of the related work conducted, contactable reference name and contact details and signed by the appropriate delegate. The Reference Letter must indicate the quality of the service rendered. | 3 or more reference letters provided = 21 - 30 points 2 reference letters provided = 11 - 20 points 1 reference letter provided = 0 - 10 points No reference provided = 0 points | 30 |
| Business Continuity Plan | <ul style="list-style-type: none"> • Provide details of the disaster recovery plan in the event of power failure or technical difficulties. • Backup and maintenance plan. • Describe how travelers' data privacy interests will be safeguarded • Describe a Module within your Online Booking for Traveler Safety and Risk Management e.g., Real time Traveler Alert and Communication. | Detailed plan clear, relevant, and demonstrates bidders understanding of the requirements and tailored to the project needs. = 11 - 20 points Plan detailed an average understanding of the requirements. = 0 - 10 points No plan provided or lack understanding = 0 point | 20 |
| Account Manager | Provide detailed CV for the account manager clearly indicating their expertise in the travel industry. | Detailed CV provided = 10 points No CV provided = 0 points | 10 |
| | | | 100 |

PRESENTATION / DEMONSTRATION

EWSETA will request presentations/demonstrations of the proposed system from the short-listed bidders as part of the bid evaluation process. The presentation will be scored to a maximum of 100 points. Bidders that score 75 points will be considered for the final stage of evaluation; Price and Preference Points stage.

4.3 Stage 3: Pricing and preference points Stage

4.3.1 Preference Points

For purpose of evaluating preference points, the following preference point systems will be applicable to all bids whereby preference points shall be awarded for Price; and B-BBEE Status Level of Contribution.

- The points scored in respect of B-BBEE contribution will be added to the points scored for price.
- The following formula will be used to calculate the points for Price:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Were

P_s = Points scored for comparative price of proposal or quotation

P_t = Comparative price of proposal or offer

P_{\min} = Comparative price of lowest acceptable proposal or offer

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

| 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 |

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.

A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified but may only score points out of 80 for price; and scores 0 points out of 20 for B-BBEE. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid. A bidder will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such

a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.3.2 Financial Proposal

Financial proposals will be compared on the basis of their proposed rates 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 Annexure B and without alterations may result in disqualification of the bid during the financial evaluation process.

Annexure B: Fees schedule

| Service Category | Estimated Number transactions Annum | of per | Online Booking Fee (Unit Price) | Total |
|---|-------------------------------------|--------|----------------------------------|-------|
| Air Travel Domestic | 900 | | R | R |
| Air Travel – Regional & International | 10 | | R | R |
| Car Rental – Domestic | 220 | | R | R |
| Car Rental – Regional & International | 10 | | R | R |
| Shuttle Services – Domestic | 700 | | R | R |
| Shuttle Services – Regional & International | 10 | | R | R |
| Accommodation- Domestic | 600 | | R | R |
| Accommodation – Regional & International | 10 | | R | R |
| Conference / Events / Catering | 80 | | R | R |
| Travel Insurance | 10 | | R | R |
| Visa Assistance | 10 | | R | R |
| Reservation Changes – Domestic | 56 | | R | R |
| Reservations Changes Regional & International | 8 | | R | R |
| Vendor Payments –Electronic Billback Domestic | 50 | | R | R |
| Vendor Payments –Electronic Billback Regional & International | 10 | | R | R |
| After Hours /Emergency Services | Per call | | R | |
| Manual Bookings e.g., Tour Operator, bus, train | Per booking | | R | R |
| Ticket Refunds | Per ticket | | R | R |

| | | | |
|-----------------------|----------|---|---|
| SMS notification | Per SMS | R | R |
| Implementation Fee | Once off | R | R |
| Training | 11 | R | R |
| User registration | 11 | R | R |
| VAT | R | | |
| Total Incl VAT | R | | |

Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered. Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement.

5. NOTES TO BIDDERS

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

- 5.1 A prospective service provider must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is therefore a condition of this bid that the tax matters of the bidder be in order at the time of award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.
- 5.2 The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- 5.3 EWSETA does not bind itself into making an appointment from proposals and offers received.
- 5.4 EWSETA reserves the right, at its sole discretion, to cancel this request for proposals, presentations, and price or not to make any appointment at all.
- 5.5 EWSETA will not make upfront payments.
- 5.6 Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded.
- 5.7 The successful bidder will be informed of the outcome. A contract will only be deemed to be concluded when reduced to writing and signed by the designated responsible person of both parties (duly authorized). The designated responsible person of the EWSETA is the Chief Executive Officer or his written authorised delegate.
- 5.8 A probation period of 90 days will apply to the agreement.
- 5.9 The EWSETA undertakes to pay valid invoices in full within 30 (thirty) days if all supporting documents are submitted.
- 5.10 The service level agreement will be reviewed annually upon anniversary date.
- 5.11 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.

- 5.12 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.
- 5.13 In the absence of the individual a suitable replacement must be organised a week prior to the absence.
- 5.14 Scheduled outages, after hours or weekends. Must be part of total costs and NOT additional cost.

6.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.

7.SUBMISSION OF BIDS

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

8. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **FRIDAY 01 JULY 2022 not later than 13H00**. Please note that no late proposals will be considered.

9.TENDER VALIDITY

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

10.FRAUD HOT-LINE

EWSETA subscribes to fair and just administrative processes. EWSETA, therefore, urges its clients, suppliers and the general public to report any fraud or corruption to:

EWSETA TIP-OFFS ANONYMOUS

Free Call: 0800 611 205

Email: ewseta@tip-offs.com

Or visit their website www.tip-offs.com

6. ANNEXURE 1 – SBD4 - BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
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¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | |
|-------------------------------|------------------------------------|
| <p>.....</p> <p>Signature</p> | <p>.....</p> <p>Date</p> |
| <p>.....</p> <p>Position</p> | <p>.....</p> <p>Name of bidder</p> |

7. ANNEXURE 2 - EWSETA GENERAL CONDITIONS OF CONTRACT

General

EWSETA and the Supplier enter into an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

Conditions

These conditions form the basis of the contract between EWSETA and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by EWSETA. No servant or agent of EWSETA has authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by EWSETA in the order/contract.

Price and payment

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract. The Supplier may be paid in one currency other than South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. EWSETA pays for the item within 30 days of receipt of the Suppliers correct tax invoice.

Delivery and documents

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract. Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract. No payment is made if the Supplier does not provide the item as stated in order/contract.

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to EWSETA at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to EWSETA a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

Containers / packing material

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

Title and risk

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to EWSETA when accepted by EWSETA.

Rejection

If the Supplier fails to comply with his obligations under the order/contract, EWSETA may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, EWSETA may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to EWSETA.

In the case of service, the Supplier corrects non-conformances as indicated by EWSETA.

Warranty

Without prejudice to any other rights of EWSETA under these conditions, the Supplier warrants that the items are in accordance with EWSETA's requirements and fit for the purpose for which they are intended and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by EWSETA.

Indemnity

The Supplier indemnifies EWSETA against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.

The Supplier indemnifies EWSETA against claims, proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by EWSETA.

Assignment and sub-contracting

The Supplier may not assign or subcontract any part of this order/contract without the written consent of EWSETA.

Termination

EWSETA may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to EWSETA):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of EWSETA, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

Governing law

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.