

REQUEST FOR PROPSAL (RFP)

PROVISION FOR THE DEVELOPMENT AND IMPLEMENTATION OF AN eBUSINESS SOLUTION (InteGREAT) ON ODOO PLATFORM ADDRESS THE GAP FOR A PERIOD OF THREE (03) YEARS



Bid Number	EWSETA/RFP/02/2024-25
Bid Scope	PROVISION FOR THE DEVELOPMENT AND IMPLEMENTATION OF AN eBUSINESS SOLUTION (InteGREAT) ON ODOO PLATFORM ADDRESS THE GAP FOR A PERIOD OF THREE (03) YEARS
Issue Date	MONDAY 17 MARCH 2025
Online Compulsory Briefing Session	WEDNESDAY 09 APRIL 2025 AT 10:00 – 11:00HRS REFER TO LINK BELOW
Closing Date for submission of bids	THURSDAY 17 APRIL 2025 @ 11:00HRS
Inquiries (all inquiries should be in writing)	scmadmin@ewseta.org.za

LINK TO COMPULSORY BRIEFING SESSION

https://teams.microsoft.com/join/19%3ameeting_NGRkM2ZmOGEtMDE4ZC00OTVmLTkzMGMtOWVmNDIzYzhiNTJh%40thead.v2/0?context=%7b%22Tid%22%3a%22ac6a322c-f877-45e7-bac0-84cbce933f77%22%2c%22Oid%22%3a%229ed0ad9e-6531-41ae-8011-a7d1b304a636%22%7d

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GLOSSARY

Term	Definition
EWSETA	Energy and Water Sector Education and Training Authority
NDP	National Development Plan
ICT	Information and Communication Technology
ODOO	is a suite of Belgian origin business management software tools that include customer relationship management, e-commerce, billing, accounting, manufacturing, warehouse, project management, and inventory management.
SETA	Sector Education and Training Authority
NLRD	National Learner Registration Database
DG	Discretionary Grant
MG	Mandatory Grant
NQF	National Qualifications Framework
RPL	Recognition of Prior Learning
ETDP	Education, Training and Development Practices
QCTO	Quality Council for Trades and Occupations
NAMB	National Artisan Moderation Body
USSD	Unstructured Supplementary Service Data
WSP	Work Skills Plan
ATR	Annual Training Report
DHET	Department of Higher Education & Training
ETQA	Education and Training Quality Assurance
SETMIS	Skills Education and Training Management Information System
CSD	Central Supplier Database
SBD	Standard Bidding Documents
B-BBEE	Broad-Based Black Economic Empowerment



VAT

Value Added Tax

1. BACKGROUND INFORMATION

The Energy and Water Sector Education and Training Authority (EWSETA) is a statutory body established through the Skills Development Act No 97 of 1998 (the Act) to enable its stakeholders to advance the national and global position of the energy and water sector by facilitating the effective development of skills required to respond to related imperatives as envisaged in the National Development Plan (NDP).

The EWSETA is strategically positioned as an authority of skills development that effectively supports Government national plans and strategies. Furthermore, EWSETA is responsible for responding to the many skills-related needs of the sector and its respective labor markets. By carrying out its primary mandate, the EWSETA incrementally achieves skills development imperatives and related outcomes over the long term.

EWSETA's Information and Communication Technology (ICT) department provides Information and Communication Technologies (ICT) to the organization as a key enabler to promote an efficient and integrated working environment for both internal and external users.

2. PURPOSE

EWSETA requires the professional services of an ODOO accredited partner who has extensive experience in the implementation and development of SETA's eBusiness Systems on the ODOO platform.

3. THE OBJECTIVE OF THE PROJECT

EWSETA seeks to appoint a Certified ODOO Partner to customize, implement and provide support on the InteGREAT eBusiness System. The required InteGREAT modules should be implemented and customized for EWSETA as below:

- 3.1. EDUCATION AND TRAINING QUALITY ASSURANCE** EDUCATION AND TRAINING QUALITY ASSURANCE (“**ETQA**”)
- 3.2.** MAINTAIN LEARNING INTERVENTION CATALOGUE
- 3.3.** MAINTAIN AND ACCREDIT PROVIDERS
- 3.4.** MAINTAIN AND REGISTER ASSESSORS
- 3.5.** MAINTAIN AND REGISTER MODERATORS
- 3.6.** MAINTAIN AND REGISTER RPL ADVISORS
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- 3.15. DISCRETIONARY GRANT (“DG”) MODULE**
- 3.16.** DG APPLICATION SYSTEM
- 3.17.** DG WINDOW (INCLUDING ADVERT APPROVAL AND APPLICATION PROCESS)
- 3.18.** DG PARTNERSHIP
- 3.19.** EMERGENCY FUNDING WINDOW
- 3.20.** UNSOLICITED APPLICATIONS
- 3.21.** DG APPLICATION EVALUATION, DUE DILIGENCE AND APPLICATION APPROVAL
- 3.22.** DG FUNDING SETUP (DG POLICY ALIGNMENT)
- 3.23.** DG BUDGET MANAGEMENT AND FUNDS REALLOCATION

3.24. DISCRETIONARY GRANT (DG) MODULE: PROJECT MANAGEMENT

3.25. PROJECT INITIATION, IMPLEMENTATION, AND CLOSURE

3.26. CONTRACTS MANAGEMENT AND MONITORING

3.27. PROJECT IMPLEMENTATION PLAN APPROVAL AND/ PROCESS

3.28. PROJECT MONITORING AND EVALUATION AND EXIT MODERATION

3.29. PROJECT PAYMENTS MANAGEMENT AND MONITORING

3.30. BANKING DETAILS ADMINISTRATION AND MONITORING

3.31. DG PERFORMANCE MANAGEMENT

3.32. LEARNER ENROLMENT AND COMPLETION MANAGEMENT

3.33. NON-LEARNER RELATED PERFORMANCE MANAGEMENT

3.34. PROJECT CLOSURE

3.35. DG REPORTING

3.36. DG COMMITMENT SCHEDULE

3.37. BUDGET MANAGEMENT AND REALLOCATIONS

3.38. PROJECT AND PORTFOLIO REPORTING (STANDARD AND CUSTOMIZED REPORTING)

3.39. ETDP, QCTO, NAMB (ALIGNMENT WITH QUALITY ASSURANCE CONTROL REPORTING)

3.40. USSD MESSAGING

3.41. MANDATORY GRANT (MG) MODULE

3.42. WORK SKILLS PLAN ("WSP")/ ANNUAL TRAINING REPORT ("ATR") APPLICATION AND APPROVAL PROCESS

3.43. DEVELOPMENT AND MAINTAIN WSP/ATR DATA IMPORT TEMPLATE

3.44. LOAD AND RECONCILE SARS DATA

3.45. EWSETA EMPLOYER DATABASE MANAGEMENT

3.46. MANDATORY GRANTS ADMINISTRATION

3.47. DISBURSE MANDATORY GRANTS

3.48. USSD MESSAGING

3.49. WSP/ATR CONSOLIDATION

3.50. STANDARD REPORTS

3.51. ADVANCED REPORT

3.52. WSP REPORTS TO DHET

Assist EWSETA in deploying ODOO to a cloud environment and ensure that the highest security standards are met to protect the system and ensure that there is high availability of the web based Odoo application.

4. SCOPE OF WORK

The requirement for this scope is focused on enhancing the Discretionary Grant, Mandatory Grant, Education and Training Quality Assurance (ETQA) modules and support for modules in production. The scope of work defines what the service provider is contracted to do, to deliver for expectations to be managed on both sides.

- 4.1 The service provider is expected to deliver the functionality that meets the Functional and Non-Functional Requirements of EWSETA (development and customization of modules)
- 4.2 The source code will remain the property of EWSETA.
- 4.3 The test team must be independent and will report directly to EWSETA project management and will be part of the project management meetings.
- 4.4 The service provider must implement on-premise test environment and pre-production and production on the cloud environment.
- 4.5 The system must be tested before migration to the production environment
- 4.6 A test plan and test cases and scenarios must be provided and signed off accordingly.
- 4.7 Test Results must be produced and signed off.
- 4.8 User Acceptance Testing is required for Production environment signoff.
- 4.9 Users must be trained, and training manuals must be produced and made available.
- 4.10 All System documentation must be made available, including the source code, design documents, and specifications.

- 4.11 Code review sessions will be conducted with the EWSETA team to ensure alignment to design specifications, good code practice etc.
- 4.12 Post-go-live -stabilization period will be six weeks
- 4.13 Training (Technical Training) of first line of support
- 4.14 Hand-over documents (Specification, design document, test plan, test cases and scenarios, test results, as well as source code) signed off by all stakeholders
- 4.15 Stabilization
- 4.16 Post go-live maintenance and support per module
- 4.17 The system must be optimized to enhance data processing speed
- 4.18 Live environment must always be in sync with the mirror
- 4.19 Information Security must be always maintained to ensure the confidentiality, integrity, and availability of information that is being processed, stored, or transmitted.

5. TIMELINES

The project will be required to run actively from award and six (06) weeks must be considered for post go-live. Development and Testing should be completed within twelve (12) months of the commencement of the project.

6. DELIVERABLES

6.1 The following deliverables will apply, and payment will be processed upon completion of each application according to the defined delivery dates

- 6.1.1 Project Charter
- 6.1.2 Project Schedule
- 6.1.3 Work Statement
- 6.1.4 Requirement Analysis Confirmation
- 6.1.5 Solution Design

6.2 Software – deliverables:

- 6.2.1 Software product as per requirements
- 6.2.2 Design specification, solution architecture
- 6.2.3 Unit testing and test results (pre-conditioning for deploying into test environment)
- 6.2.4 User Training Manual updates
- 6.2.5 User training both internal and external
- 6.2.6 User Support Technical Training (first line of support)
- 6.2.7 Production of Training Videos
- 6.2.8 Training of Software Engineers to maintain the system
- 6.2.9 Source code to be maintained and shared through EWSETA GitHub repository
- 6.2.10 Working solution per module should be enhanced as follows:
 - 6.2.10.1 ETQA Functionality
 - 6.2.10.2 DG Functionality

6.2.10.3	MG Functionality
6.2.10.4	DG Project Management Functionality
6.2.10.5	RPL Functionality
6.2.10.6	SETMIS Functionality
6.2.10.7	Reporting Module
6.2.10.8	Deployment Guides

6.3 Testing services – deliverables:

- 6.3.1 Testing plan document
- 6.3.2 Test cases and scenarios
- 6.3.3 Test cases sign off documents.
- 6.3.4 Test Results signoff documents
- 6.3.5 Testing requirements in the test Repository
- 6.3.6 Testing cases and results in the test Repository
- 6.3.7 Defect reported in the test Repository
- 6.3.8 Testing closure reports per phase/ sprint/component

6.4 The following tests are expected to be carried out:

- 6.4.1 Unit Testing by the development team
- 6.4.2 Functionality testing by the testers.
- 6.4.3 System Integration Testing by the testers.
- 6.4.4 Regression Testing
- 6.4.5 User Acceptance testing by the users.
- 6.4.6 Performance testing by the testers.
- 6.4.7 Pre-production Testing before going live

7. EVALUATION CRITERIA

7.1 Stage 1: Pre-Qualification Criteria

7.1.1 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.

- 7.1.1.1 Prospective bidders are required to provide proof of registration with the Central Supplier Database by submitting the CSD report. In case of a Joint Venture, each party must provide proof of registration on the CSD.
- 7.1.1.2 Completed and signed Standard Bidding Documents attached to the bid. Incomplete or unsigned SBD is an automatic exclusion from the tender process.
- 7.1.1.3 In the 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.
- 7.1.1.4 Proof of valid accreditation with ODOO – Gold, Silver or Bronze.

7.1.2 Non-compulsory documents

Prospective service providers must comply with the requirements and submit all required document(s) indicated hereunder with the bidding 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.

- 7.1.2.1 Submit a valid Tax Clearance Certificate/ Tax Pin. A prospective service provider must ensure that their tax matters are in order and reflect accordingly on CSD. It is therefore a condition of this bid that the tax matters of the bidder be in order at the time of the award. The failure of the bidder for not complying with their tax matters at the time of the award will result in the bidder being disqualified.
- 7.1.2.2 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.

7.2 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 **75 points** (out of the 100 points), i.e., 75%, for Functionality in order to qualify to proceed to Stage 3 of the evaluation process.

Criteria	Scoring	Weighted score
Company experience in developing and supporting Odoo platform <i>NB: The Reference Letter(s) be on the letterhead of the previously serviced client and should reflect at least the name of the client, title of the related work conducted, <u>year(s) conducted</u>, contactable reference name and contact details, and signed by the appropriate delegate. The Reference Letter should indicate the quality of the service rendered. EWSETA may contact the references for validation purposes.</i> Points for reference letters provided for Odoo Platform and SETA experience and SETA experience will be allocated separately.	6+ valid reference letters = 15 points 3-5 valid reference letters = 10 points Less than 2 valid reference letters = 5 points No valid reference letters = 0 points	15
	6+ relevant years of experience = 15 points 3-5 relevant years of experience = 10 points Less than 3 years relevant experience = 10 points <i>NB: the sum of years of experience for all valid reference letters will be considered in determining the total years of experience</i>	15
Company experience in developing ERP-MIS <u>in the SETA environment</u> <i>NB: 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 related work conducted, <u>year(s) conducted and completed</u>, contactable reference name and contact details, and be signed by the appropriate delegate. The Reference Letter should indicate the quality of the service rendered. EWSETA may contact the references for validation purposes</i> Points for reference letters provided for Odoo Platform and SETA experience and SETA experience will be allocated separately.	6 + valid reference letters = 20 points 3-5 valid reference letters = 10 points less than 3 valid reference letters = 5 points	20
Company Odoo Partnership -	Gold = 10	10

	Silver/Bronze(emerging) = 5	
Technical proposal The Bidder must provide a detailed methodology to be used to execute and deliver the artifacts of the project in line with the scope of work.	• Demonstrates adequate understanding and knowledge in integrated INTEGRAT E-BUSINESS solution in line with the objectives and scope of work = up to 30 points • Partially demonstrates an understanding and knowledge in the integrated INTEGRAT EBUSINESS solution in line with the objectives and scope of work= up to 15 points • does not demonstrate adequate understanding and knowledge, in integrated INTEGRAT EBUSINESS solution in line with the objectives and scope of work = 0 points	30
The Bidder must provide a detailed model (a representation on how the relationship/partnership will successfully deliver the project within timeline and budget) in line with the scope of work.	Acceptable Model = 10 points Partially acceptable model = 5 points Non-acceptable model	10
TOTAL		100

7.3 Stage 3: Pricing and Specific Goals Stage

- 7.3.1 The applicable preference point system for this tender is the 80/20 preference points system; 80 points are awarded for price, and 20 points are awarded for specific goals.
- 7.3.2 The points scored in respect of specific goals will be added to the points scored for price.
- 7.3.3 The following formula will be used to calculate the points for Price:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

7.4 Points awarded for specific goals.

For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

The following table must be used to calculate the score out of 20 for BBBEE status level contribution.

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

- 7.4.1 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.
- 7.4.2 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified but may only score point out of 80 for price; and scores 0 points out of 20 for B-BBEE.
- 7.4.3 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bidder.
- 7.4.4 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.

7.5 Financial Proposal

Financial proposals will be compared on the basis of their total amount inclusive of VAT and all other related costs. Bidders are required to complete the financial proposals as per Annexure A – pricing schedule

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

Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.

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

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.

8. 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:

- 8.1 Prospective bidders must ensure that their tax matters are in order in line with the Treasury Regulations and reflected 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. The failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.
- 8.2 The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- 8.3 Bids received late shall not be considered under any circumstances. A bid will be considered late if it arrives after 11H00 on/after the closing date.
- 8.4 EWSETA does not bind itself into making an appointment from proposals and offers received.
- 8.5 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.
- 8.6 EWSETA will not make upfront payments.
- 8.7 A successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded.
- 8.8 The successful bidder will be informed of the outcome. A contract will only be deemed to be concluded when reduced to writing and signed by the designated responsible person of both parties (duly authorized). The responsible person designated of the EWSETA is the Chief Executive Officer or her/his written authorized delegate.
- 8.9 A probation period of 30 days will apply to the agreement and a penalty regime system in the maintenance addressing recourse by the supplier or EWSETA will be implemented.
- 8.10 Please note that any plagiarism of any sort contained within any bid, or any other document submitted to the EWSETA by any bidder will result in the disqualification of the respective bidder and may potentially have legal ramifications.
- 8.11 EWSETA may request clarification or further information regarding any aspect of the bidder. The bidder must provide the requested information within forty-eight (48) hours after the request has been made; otherwise, the bidder may be disqualified.
- 8.12 Nothing as stipulated in these Terms of Reference may be amended without the written confirmation of the Chief Executive Officer of EWSETA or his/her delegated authority.
- 8.13 Any possible staff changes during the engagement must be done in consultation with and approval of EWSETA.
- 8.14 EWSETA undertakes to pay within thirty (30) days of presentation of a duly completed tax invoice and supporting documents if required by 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/02/2024-5

Envelope 2: Price Proposal:

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

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

11. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **Thursday 17 April 2025 not later than 11H00**. Please note that no late proposals will be considered.

12. TENDER VALIDITY

This RFQ shall be valid for 90 days calculated from 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. ANNEXURE 2 - EWSETA GENERAL CONDITIONS OF CONTRACT

General

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

Conditions

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

Price and payment

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

15. 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

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 they are bidding for this contract? **YES/ NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder