



REQUEST FOR PROPOSAL ("RFP")

APPOINTMENT OF A PANEL OF RESEARCHERS, EVALUATORS, SECTOR EXPERTS AND OTHER RELATED SPECIALISTS FOR A PERIOD ENDING 31 MARCH 2030



Bid Number	EWSETA/RFP/003/2026-27
Bid Scope	APPOINTMENT OF A PANEL OF RESEARCHERS, EVALUATORS, SECTOR EXPERTS AND OTHER RELATED SPECIALISTS IN THE GENERATION OF EVIDENCE FOR POLICY, PROGRAMMES AND PROJECTS FOR A PERIOD ENDING 31 MARCH 2030
Issue Date	TUESDAY 28 JULY 2026
Online Compulsory Briefing Session	FRIDAY 14 AUGUST 2026 @ 11H00 – 12H30 REFER TO LINK BELOW
Closing Date for Submission of Bids	FRIDAY 28 AUGUST 2026 @11:00HRS
Inquiries (All inquiries should be in writing)	scmadmin@ewseta.org.za

LINK TO THE COMPULSORY BRIEFING SESSION

<https://teams.microsoft.com/meet/349418075439214?p=sMiWXIgN4by4duzkbW>



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1. BACKGROUND INFORMATION

The Energy and Water Sector Education and Training Authority (EWSETA) is a statutory body established through the Skills Development Act No. 97 of 1998.

The EWSETA supports stakeholders in advancing the national and global position of the energy and water sectors through large, medium, and small companies, including levy- and non-levy-paying entities operating across the related industries.

The South African Government remains committed to promoting active labour market policies, as demonstrated in the Skills Development Act of 1998 and the Skills Development Levies Act of 1999. As agents of transformation, Sector Education and Training Authorities (SETAs) carry a mandate to promote the achievement of the desired outcomes stipulated in the National Skills Development Plan (NSDP), while observing and complying with legislative and regulatory frameworks such as the Public Finance Management Act No. 1 of 1999 (PFMA).

The EWSETA requires the establishment of a panel of service providers to support the organisation's strategic objectives through technical expertise, research, evaluation, data analysis, and peer review. Given the complexity and dynamic nature of the energy and water sectors, the panel will ensure access to specialised, high-quality, and responsive services

2. PURPOSE

The purpose of this Request for Proposals (RFP) is to appoint a suitable and experienced Panel of researchers, evaluators, sector experts and other related specialists from academia, research institutes, and research consultancies to conduct various assignments as indicated in the Scope of Work below. The purpose of the panel is to:

- Provide access to a pool of qualified experts in energy and water sectors.
- Support EWSETA in conducting research, evaluations, technical studies, data analysis, and quality assurance.
- Facilitate timely and efficient procurement of services through a pre-approved roster of experts.
- Strengthen evidence-based decision-making in skills planning, policy development, and programme implementation.

3. SCOPE OF WORK

The panel will comprise service providers from academia, research institutes, and research consultancies. **Bids from individuals will not be accepted.** Service providers



may apply for one or more categories of expertise, provided they meet the relevant minimum requirements.

The panel will consist of specialists in the following areas:

3.1 Sector Experts

- Provide high-level technical, analytical, and sector-specific expertise in the energy and water sectors.
- Offer strategic advice, technical inputs, and sector intelligence to support EWSETA's planning and decision-making.
- Contribute to research, evaluation and advisory assignments requiring specialised sector knowledge.

3.2 Researchers

- Conduct research in line with EWSETA requirements.
- Source, analyse and synthesise relevant data and evidence.
- Contribute to the development of research reports, policy briefs, baseline studies, tracer studies and related outputs.
- Participate in quality assurance and appraisal of research studies.

3.3 Evaluators

- Design and implement evaluation studies in line with the National Policy Evaluation Framework (NEPF) including diagnostic, design, implementation/process, outcome, economic, impact and synthesis evaluations.
- Assess intervention relevance, efficiency, effectiveness, sustainability and impact.
- Appraise intervention outcomes and provide evidence-based recommendations.
- Support quality assurance of evaluation processes and deliverables.

3.4 Data Analysts

- Analyse quantitative and qualitative data to generate strategic intelligence from EWSETA interventions.
- Provide data-driven insights aligned to national policy, sector priorities and skills planning requirements.
- Develop dashboards, visualisations, and analytical reports to support evidence-based decision-making.



3.5 Peer Reviewers

- Conduct independent peer review of research, evaluation and related technical reports.
- Assess methodological rigour, data integrity, quality of analysis, and alignment with accepted standards. Provide constructive feedback to strengthen the credibility, relevance and utility of EWSETA knowledge products

4. CATEGORIES OF EXPERTISE

Bidders may apply for one (1) or more of the following categories of expertise:

4.1 Skills Research

This category covers targeted research that generates evidence to inform decision-making in the energy and water sectors. Required services may include research that explores skills supply and demand, sectoral labour market dynamics, future skills requirements, and alignment with national priorities such as the National Development Plan (NDP), National Skills Development Plan (NSDP) and the EWSETA Research Agenda. Deliverables may include research reports, policy briefs, baseline studies, tracer studies, and sector-specific intelligence that can inform strategy and interventions.

4.2 Monitoring & Evaluation (M&E)

This category covers the development and application of M&E frameworks, tools, and methodologies to assess the performance, relevance, efficiency, and impact of EWSETA programmes and interventions. Providers will be required to conduct evaluations (diagnostic, design, implementation/process, outcome, economic, impact and synthesis), develop indicators and measurement tools, and generate periodic M&E reports. The aim is to provide actionable insights and lessons that strengthen accountability, enhance programme effectiveness, and support evidence-based decision-making.

4.3 Skills Planning

This category covers support to EWSETA in producing credible and comprehensive skills planning outputs that meet DHET's requirements. This includes analysis of Workplace Skills Plans (WSPs) and Annual Training Reports (ATRs), development of the Sector Skills Plan (SSP), and alignment with national and provincial skills development priorities. Providers must be able to integrate labour market information, stakeholder inputs, and strategic foresight into the planning process to ensure that skills development initiatives are demand-led and responsive to industry needs.

4.4 Review of Research and Evaluation Studies

This category covers independent peer review and quality assurance of research and evaluation studies commissioned or conducted by EWSETA. Service providers will be expected to assess methodologies, data quality, findings, and recommendations to ensure rigour, relevance, and alignment with sector priorities and acceptable professional standards. Reviews should provide constructive feedback, highlight strengths and gaps, and recommend improvements to enhance the quality and utility of EWSETA's knowledge outputs.

5. MINIMUM REQUIREMENTS

5.1 Requirements for team members

Role	Scope/Tasks	Minimum Qualification	Experience
Sector Experts	Provide technical, analytical, and sector-specific expertise in the energy and water sectors.	Master's in a relevant field (advantage: PhD).	Minimum 5 years' experience in the energy and/or water sector, including involvement in sector research, advisory work, policy analysis, infrastructure analysis, or sector diagnostics. Demonstrated contribution to sector reports, research outputs, or advisory studies.
Researchers	Conduct applied research, source and analyse data, contribute to quality appraisal of studies.	Master's in a relevant field (advantage: PhD).	Minimum 5 years' experience conducting applied research, including labour market studies, skills research, tracer studies, policy research, or sector diagnostics. Evidence of authored or co-authored research reports or studies.

Role	Scope/Tasks	Minimum Qualification	Experience
Evaluators	Conduct evaluation studies, source and analyse evidence, assess intervention performance and contribute to quality assurance.	Master's in M&E or related field (advantage: PhD).	Minimum 5 years' experience in M&E, including design and implementation of programme evaluations such as diagnostic, design, implementation, outcome, or impact evaluations. Experience applying recognised evaluation frameworks and methodologies.
Data Analysts	Conduct high-level data analysis and generate intelligence from integrated and indicators relevant to policy and planning.	Honours degree in a relevant field (advantage: advanced certification/degree in data science, IT, statistics or related fields).	Minimum 3–5 years' experience in data analysis and analytics, including development of dashboards, data visualisation, statistical analysis, and integration of datasets. Experience using analytical tools such as Power BI, Python, R, STATA, SPSS, or similar platforms will be an advantage.
Peer Reviewers	Conduct peer review and quality assurance of research and evaluation reports.	Master's in a relevant field (advantage: PhD).	Minimum 8 years' experience in research or evaluation.

6. Duration of the panel

- The panel will be established from the date of appointment until **31 March 2030**.
- EWSETA may at any time terminate the services of the panel.



a. Contracting Mechanism

- Appointment to the panel does not guarantee work.
- Specific assignments will be contracted through Request for Quotations (RFQ's) with clearly defined deliverables, timelines, and costs.
- To promote fairness, transparency, and equitable distribution of work in line with applicable SCM prescripts, EWSETA may allocate opportunities on a rotational basis amongst panel members within the relevant category of expertise, taking into account capacity, experience, and past performance.
- EWSETA reserves the right not to utilise the Panel of Service Providers and to approach a wider group of potential service providers.
- Payment will be made based on satisfactory completion of deliverables, as verified by the EWSETA Project Manager/Steering Committees.

b. Costing

- No costing is required since this is only a panel of pre-approved service providers.

c. Governance and Management

- The panel will be managed through the EWSETA Planning, Monitoring, and Evaluation Department.
- All engagements will be governed by Service Level Agreements (SLAs) per assignment.
- Providers will report to the designated Project Manager assigned for each task and Steering Committee.

d. Ethical Standards and Confidentiality

- Service providers must adhere to ethical research and evaluation standards.
- All data and information accessed during assignments remain the property of EWSETA.
- Confidentiality agreements must be signed before commencement of any assignment.

e. Rules of Engagement

- A contract will be signed with each service provider appointed to the panel.
- The duration of the contract period will be from date of contracting up to 31 March 2030. The service providers will be required to sign a confidentiality and indemnity agreement with EWSETA on being appointed to the panel.



- Panel members are not guaranteed any work under this tender proposal. The basis of engaging the service providers will be on an assignment basis. An RFQ process may be followed or EWSETA may allocate opportunities on a rotational basis amongst panel members within the relevant category of expertise, taking into account capacity, experience, and past performance as and when required to ensure fairness and equitability.
- EWSETA may in its sole discretion under specific circumstances award an assignment or any part thereof to more than one panel members.
- EWSETA reserves the right to interview panel members and review their suitability for assignments on an ongoing basis and for specific assignments.
- The panel members are required to keep the same profile team members as per bid documentation throughout the contract. Should there be changes within the service provider's structure or team profile, an authorisation in writing should be sought from EWSETA.

7. EVALUATION CRITERIA

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 on price and 20 points on specific goals to claim the points.

THE RFP WILL BE EVALUATED IN TWO (02) STAGES AS FOLLOWS

Stage 1: Pre-qualification Criteria: Returnable Administrative Documents

Stage 2: Technical/Functionality Evaluation Stage

7.1 Stage 1: 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
7.1.1	Company Registration Documents (CIPC)		
7.1.2	Bidders CSD (Central Supplier Database) Report / Number		
7.1.3	Joint Venture Agreement, if applicable		
7.1.4	Valid B-BBEE Certificate (issued by a SANAS accredited entity) or duly completed and commissioned B-BBEE Affidavit (for EME's and QSE's). For joint venture submissions a combined BBBEE certificate/affidavit must be attached.		
7.1.5	The following Standard Bidding Documents (SBD) Forms must be fully completed and signed :		
7.1.5.1	SBD 1 (Annexure 1)		
7.1.5.2	SBD 4 (Annexure 2)		
7.1.6	Annexure 3 - General conditions of Purchase [fully signed on the last page and initial on each page]		
7.1.7	Annexure 4 - POPI Consent forms consent to process (use) personal information (Informed Consent Notice) as per Promotion of Access to Information Act 2 of 2000, as amended, (PAIA) and the Protection of Personal Information Act 4 of 2013 (POPIA) NB: Should the company be a Joint Venture (JV) both parties must consent and sign this consent form.		
7.1.8	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.**

7.2 Stage 2: Technical/Functionality Stage

An assessment of functionality will be based on the evaluation criteria set out below. Bidders must clearly indicate the category or categories for which they are applying. Functionality will be assessed separately for each category applied for. A bidder must score at least **75 points** (out of 100 for a specific category) to be recommended for appointment to that category in order to proceed to **Stage 3** of the evaluation process. Evidence submitted must correspond directly with the category applied for. Evidence that does not relate to the selected category may not be scored under that category.

7.2.1 EVALUATION CRITERIA

Categories of expertise to be applied for by bidders

Category	Category-specific experience and portfolio evidence	Team composition and minimum qualification	Maximum score per category	Tick category or categories you are applying for
Skills Research	Applied research, labour market research, skills supply and demand studies, tracer studies, baseline studies, policy research and sector intelligence.	Research Lead with a Master's or PhD in research methodology, social science, economics, public policy, development studies or a related field.	100	
Monitoring and Evaluation (M&E)	Diagnostic, design, implementation/process, outcome, economic, impact or synthesis evaluations, M&E frameworks, indicator development and M&E reporting.	M&E/Evaluation Lead with a Master's or PhD in monitoring and evaluation, development studies, public policy or a related field.	100	
Skills Planning / Sector	Sector Skills Plans, WSP/ATR analysis, labour market intelligence, scarce and critical skills analysis,	Skills Planning/SSP Specialist with a Master's or PhD in skills planning,	100	



Category	Category-specific experience and portfolio evidence	Team composition and minimum qualification	Maximum score per category	Tick category or categories you are applying for
Skills Plan (SSP)	sector priority actions and DHET-aligned skills planning outputs.	economics, social science, education, development studies or a related field.		
Energy and Water Sector Expertise	Energy and/or water sector research, advisory work, policy analysis, infrastructure analysis, sector diagnostics, Just Energy Transition, water services, renewable energy or related technical studies.	Sector Expert with a Master's or PhD in energy studies, water resource management, engineering, environmental science, economics, public policy or a related field.	100	
Data Analysis	Quantitative and qualitative data analysis, statistical analysis, integrated datasets, data visualisation, dashboards and analytical reporting using tools such as Power BI, Python, R, STATA, SPSS or similar platforms.	Data Analyst with an Honours degree or higher in statistics, data science, economics, econometrics, information systems or a related field. Advanced analytics certification is an advantage.	100	
Review of Research and Evaluation Studies	Independent peer review, technical quality assurance, methodology review, data quality appraisal, evidence synthesis and review of recommendations for research and evaluation studies.	Peer Reviewer/Quality Assurance Specialist with a Master's or PhD and at least eight years' relevant experience in research, evaluation or quality assurance.	100	

7.2.2 Standard scoring criteria to be applied within each selected category

Criteria	Scoring	Weighted score
Relevant Institutional Experience: Completed institutional assignments that correspond with the selected category. Evidence may include report titles, excerpts, links, executive summaries or other verifiable information confirming the client, nature of work and year completed. The information provided must correspond with the category or categories for which the bidder applies.	3 or more relevant assignments = 20 points 2 relevant assignments = 15 points 1 relevant assignment = 10 points No relevant assignment = 0 points	20
Reference letters Valid reference letters not older than 10 years from reputable and registered organisations/institutions. Each reference letter must be on the client's letterhead and must reflect at least the name of the client, title/nature of services rendered, year completed, contactable referee and signature. Letters must relate directly to the category applied for. NB: EWSETA may contact listed references to validate the information contained in the letter. Should unfavourable feedback be received, it may be taken into account in the scoring process. Responses to reference checks must be provided within three (3) business days from the date of request. If EWSETA does not receive a response within this timeframe, the corresponding reference letter may be scored zero (0).	5 or more valid letters = 25 points 4 valid letters = 20 points 3 valid letters = 15 points 2 valid letters = 10 points 1 valid letter = 5 points No valid letter = 0 points	25



Criteria	Scoring	Weighted score
Portfolio of Evidence of the proposed Resource Category-specific samples that demonstrate the quality and relevance of previous work. Examples include research reports, evaluation reports, SSP excerpts, sector advisory outputs, dashboards, analytical reports, peer review reports, policy briefs or similar outputs. Samples must be directly linked to the category applied for.	3 or more relevant samples = 20 points 2 relevant samples = 15 points 1 relevant sample = 10 points No relevant sample = 0 points	20
Team Composition and Professional Competence Per Category - Experience Availability of suitably qualified and experienced personnel to execute assignments under the selected category. The bidder must submit CVs for the key personnel proposed for the selected category. The proposed team member(s) must meet the minimum experience requirements for that category.	Proposed Team Member Experience per Category: Fully compliant submitted CV(s) = 15 points Partial compliant CV(s) with no relevant experience = 10 points Non-compliant no CV(s) = 0 points	15
Team Composition and Professional Competence Per Category - Qualifications Availability of suitably qualified and experienced personnel to execute assignments under the selected category. The bidder must submit certified copies of relevant qualifications for the key personnel proposed for the selected category. The proposed team member(s) must meet the minimum qualification and experience requirements for that category.	Proposed Team Member Qualification per Category: Fully compliant certified qualifications = 20 points Partial compliant uncertified qualifications = 15 points No qualifications = 0 points	20
TOTAL		100



Total score per category: 100 points.

Minimum qualifying threshold per category: 75 points.

Where a bidder applies for more than one category, the same evidence may only be considered across categories where it is clearly relevant to each category. EWSETA reserves the right to score each category independently based on the evidence submitted for that category.

7.2.3 Notes to Bidders

- All procurement processes will be managed in line with **PFMA Section 38, Treasury Regulations 16A**, and **National Treasury prescripts** on value-for-money, transparency, and accountability.
- Bidders must confirm compliance with the **Preferential Procurement Regulations, 2022**, and note that preference points will be awarded strictly in terms of the **80/20 or 90/10 system**, as applicable.
- 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.
- The points scored in respect of specific goals will be added to the points scored for price.
- For the 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:

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

Where

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 B-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.

7.2.4 Financial Proposal

- No financial proposals will be expected from bidders at this stage since this is a panel appointment, price will not be assessed, only Technical assessment scores to determine/approve panellists.
- Successful bidders will often compete through Requests for Quotations (RFQs) with clearly defined deliverables, timelines, and costs



- EWSETA reserves the right to enter into negotiations with successful bidders on the offered price.

NB: Bidders who are registered for VAT who submit bids without VAT will be disqualified.

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)

8. 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:

- 8.1 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.
- 8.2 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.
- 8.3 The EWSETA will not be liable to reimburse any costs incurred by bidders in preparing their proposals.
- 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 reserves the right not the award to the highest bidder based on the pricing and preference points evaluation stage.
- 8.7 EWSETA will not make upfront payments.
- 8.8 The successful service provider must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded.
- 8.9 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.

- 8.10 The EWSETA undertakes to pay valid invoices in full within 30 (thirty) days if all supporting documents are submitted.
- 8.11 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.
- 8.12 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.
- 8.13 In the absence of a team member included in the proposal post award, a suitable replacement must be organised with EWSETA's prior approval.
- 8.14 Scheduled outages, after hours or weekends must be part of total costs and NOT additional cost.
- 8.15 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. EWSETA reserves the right to appoint more than one service provider.

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:
Tender Bid: 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/003/2026-27**



11. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with supporting documents must reach EWSETA by no later than **Friday 28 August 2026** not later than **11:00 am**.

***NB 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 or SMS: 30916

Email: ewseta@thehotline.co.za

Or visit their website: <https://www.thehotline.co.za/>

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/003/2026-27	CLOSING DATE:	28 August 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A PANEL OF RESEARCHERS, EVALUATORS, SECTOR EXPERTS AND OTHER RELATED SPECIALISTS FOR A PERIOD ENDING 31 MARCH 2030				
BID RESPONSE DOCUMENTS SHOULD BE SENT TO THE SCM EMAIL ADDRESS					
EWSETA 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 – 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
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:

.....

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.



.....

2.3 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 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.

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.



- 3.7 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 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

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

Annexure 3: EWSETA GENERAL CONDITIONS OF PURCHASE

a. General

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

b. Standard

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

c. Use of contract documents and information; inspection

- i. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- ii. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of 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

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.

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

ANNEXURE 4 - PROTECTION OF PERSONAL INFORMATION ACT (POPIA)

1. INTRODUCTION

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

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

2. WHAT IS PERSONAL INFORMATION?

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

- 1.1 How will EWSETA process personal information?
 - 1.1.1 EWSETA will only collect personal information for the purpose as stated above.
 - 1.1.2 Information will be collected in the following manner:
 - 3.1.2.1 Directly from the individual.
 - 3.1.2.2 from an agent, relative, employer, work colleague or other duly authorised representative who may seek or request our services.
 - 3.1.2.3 from education institutions, training providers, or other service providers that are providing the individual with services.
 - 3.1.2.4 from our own records relating to our previous supply of services or responses to the individual's request for services; and/or
 - 3.1.2.5 from a relevant public or equivalent entity.

4. TO WHOM WILL PERSONAL INFORMATION BE DISCLOSED?

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

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

5.1 I hereby provide 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