REQUEST FOR QUOTATION ("RFQ")

APPOINTMENT OF AN ESTATE AGENT TO CONDUCT COMMERCIAL PROPERTY RESEARCH AND MARKET ANALYSIS.

RFQ Number	**EWSETA/RFQ/048/2026-27**
RFQ Scope	**APPOINTMENT OF AN ESTATE AGENT TO CONDUCT COMMERCIAL PROPERTY RESEARCH AND MARKET ANALYSIS.**
Issue Date	**MONDAY 09 NOVEMBER 2026**
Non-Compulsory Briefing Session	**THURSDAY 12 NOVEMBER 2026 @14:00 – 15:00PM** REFER LINK BELOW
Closing Date	**TUESDAY 17 NOVEMBER 2026 @13:00am**
Inquiries (all inquiries should be in writing)	scmadmin@ewseta.org.za

LINK TO THE NON-COMPULSORY BRIEFING SESSION

https://teams.microsoft.com/meet/3999736470477201?p=KtOlBeWJB51rqYH8Kb

1. BACKGROUND INFORMATION

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

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

EWSETA invites suitably qualified and registered estate agents to submit quotations for conducting a comprehensive market search and analysis to identify suitable office accommodation within Parktown and the northern corridor including Rosebank, Illovo, Melrose Estate and Sandton, Gauteng.

The appointed estate agent will be required to identify available properties that meet EWSETA's specified requirements, verify relevant property information, analyse prevailing rental rates and associated occupancy costs, and submit a comparative market analysis report with recommendations

2. PURPOSE

The purpose of this RFQ is to appoint an estate agent to conduct a thorough market analysis to identify suitable **A-Grade** office accommodation for EWSETA.

The assignment will provide EWSETA with reliable market information, a shortlist of potentially suitable office properties, a comparison of rental costs and supporting property documentation to inform its internal decision-making.

The appointment is strictly limited to market research, property identification, information verification, rental benchmarking and reporting.

3. SCOPE OF WORK

The appointed estate agent will be required to undertake the following activities:

- Conduct market research to identify available commercial office properties in Parktown and the surrounding northern corridor, including Rosebank, Illovo, Melrose Estate and Sandton.
- Obtain property information from property owners, landlords, property managers or their authorised representatives.
- Confirm the availability, lettable area, condition and relevant facilities of each identified property.
- Obtain available documentation relating to property ownership, occupation, health and safety, electrical and plumbing compliance, infrastructure layouts and floor plans.
- Assess each property against the minimum requirements specified in this RFQ.
- Obtain rental quotations and relevant commercial information for each identified property.
- Prepare a comparative analysis of the properties, including rental costs per square meter, facilities, compliance status, advantages, limitations and any outstanding information.
- Compile and submit a comprehensive market analysis report with recommendations including photographs, property details , lease terms and conditions.
- Present the findings to EWSETA's designated officials and respond to reasonable queries regarding the submitted report

3.1 Location

The building to be considered in the specified areas must comply with the following:

- Must be within an office area (industrial areas are specifically excluded).
- Within walking distance to public transport including taxi routes, Bus Routes and Gautrain Bus stops.
- Within walking distance to retail centres that provide convenient goods and services.
- The office accommodation must fall within Parktown and the northern corridor including Rosebank, Illovo, Melrose Estate and Sandton, Gauteng.

3.1.1 Office Accommodation Requirements

- Parktown must be the primary geographical focus.
- The building must be located in a reasonably secure and clean business environment.
- The building must be within 200 metres of a public transport facility.
- The estate agent must identify the nearest public transport facility and indicate the approximate walking distance.

3.2 Office Grade

3.2.1 A-Grade (SAPOA Standard) South African Property Owners Association

The building should be located within a recognised and accessible business area and must provide a professional corporate environment.

3.2.2 The property should typically include, but not be limited to, the following features:

- Modern architectural design and quality interior finishes
- Efficient and flexible floor plates suitable for office use
- Reliable building services, including air conditioning (HVAC), lifts, and backup power and water, Adequate parking facilities for tenants, visitors and people living with disability.
- Good security systems and access control
- Compliance with all relevant building regulations and safety standards
- Professional property and facilities management

3.2.3 Buildings classified as A-Grade are generally newer developments or older buildings that have been refurbished to meet modern commercial standards and are positioned just below Premium Grade in terms of quality and prestige.

3.2.4. Building Grade and Condition

- The estate agent must provide supporting information regarding the building's grading.
- The premises may be ready to use or offered in white-box condition.

3.3 Office Space Requirements.

- The available lettable area must be between **1,550 m² and 1,700 m².**

- Workplace strategy (required): Proposals must support a modern workplace approach that enables collaboration, agility, and hybrid work
- The estate agent must confirm the available area and measurement basis.
- The required space must be available for occupation on the 01 March 2027 until March 2030.

3.4 Security

The building must have appropriate security measures, including access control. The estate agent must provide details of available security infrastructure.

- Metal detectors at all Building entrances for enhancing physical security.
- 24/7 security-controlled parking for vehicle safety.
- On-site security guards for staff and visitor safety.
- Building access control - biometric security features and/or multi-factor access control (biometric preferred), including CCTV coverage and 24-hour guarding.

3.5 Toilets and Health Facilities.

- Separate male/female and disabled toilets.
- Clean, functional toilets with lighting, water, and ventilation.

3.6 Parking Bays and Security.

The building must provide secured parking bays, including visitor parking. The number of allocated and visitor bays and any separate parking charges must be specified.

- Secure on-site parking of which some will cater for people living with disability, must be available in accordance with municipal by-laws. Confirmation of which should be included in the proposal Floor plan with (71 X Personnel Parking, 8 X visitors and 3 parking for people living with disability with accessibility standards.
- All parking zones should be safe, well-illuminated, and visibly signposted to support security and ease of navigation.
- Parking access control with biometric security features and/or multi-factor access control (biometric preferred), including CCTV coverage and 24-hour guarding.

3.7 Business Continuity / Backup Electricity and Water

The building must have a backup water, generator, solar power system or all. The estate agent must provide details of the system and the services supported.

- Generator for power failure, or any other kind of backup
- Solar power connection would be advantageous
- Sufficient power sockets throughout building.
- Provision for water back-up alternatives are compulsory.

3.8 Building Quality & Compliance

- Building services must be designed, installed and maintained in accordance with the relevant National Building Regulations, Building Standards Act 103 of 1977 and Occupational Health and Safety Act 85 of 1993.
- Grade A building - Modern infrastructure, smart lighting, HVAC, and energy efficiency.
- Building must have safe, convenient, and compliant access for individuals with physical disabilities, including wheelchair-accessible entrances, routes, parking, restrooms and common areas.
- Two or more storied buildings must have elevators that must be regularly maintained, provide accessibility for persons living with disabilities, and be safe for daily use.
- The building must include ramps with rails , wide doorways, accessible entrances, and signage for ease of mobility.
- EWSETA must have the ability to brand the building and provide adequate, clearly visible signage.
- Fully functional decentralized HVAC/air-conditioning suitable for office operations, with maintenance regimes disclosed.
- Certificate of Compliance - Mandatory to ensure legal and operational readiness of the premises.

  Be compliant with all applicable municipal bylaws, zoning, occupational health and safety, and fire regulations.

3.9 Property Compliance Documentation

For each proposed property, the estate agent must obtain or facilitate access to the following documentation:

- A copy of the title deed or other appropriate evidence of registered ownership.
- A valid occupation certificate.
- Available and applicable health and safety, fire safety and building compliance documentation.
- Applicable electrical compliance documentation and available plumbing compliance records.
- Infrastructure layout plans and floor plans indicating the proposed office area, storage rooms, kitchens, server room, toilets and relevant facilities.
- Available parking layout plans and relevant infrastructure information.

Any unavailable documentation or outstanding compliance items must be clearly disclosed in the market analysis report.

3.10 ICT Requirements

- Modern ICT Infrastructure - The building must support advanced ICT systems, including structured cabling, server room space, and smart lighting.
- Must allow for high-speed fibre internet with reliable redundancy options.
- The premises should be suitable for modern office technologies such as video conferencing, cloud-based systems, and cybersecurity provisions.
- Provide lawful and safe roof access (or equivalent building infrastructure) to support Wi-Fi / wireless connectivity equipment, subject to landlord/building rules and statutory requirements.
- Two storied building must have a minimum of 4 server rooms: 1 big server room and 3 small sized server rooms.
- One single floor building must have a minimum of 2 server rooms.
- The server rooms to have Air conditioners, Fire detector system and Gas Suppression system

- Server room Physical Security: Restrict entry using electronic access control systems and log
- Server room Floor Loading: Ensure the subfloor can support heavy equipment weights like loaded racks and Uninterruptible Power Supply (UPS) units Elevated floor server room
- Server room Clearance: Allow adequate aisle space, typically 3 to 4 feet at the front and 3 feet at the rear of racks for maintenance access
- Seismic protection: The server room should have seismic protection that prevents equipment damage in case of an earthquake.
- Server room raised floor elevation typically ranges from 450 mm to 600 mm

3.11 Rental Market Analysis

The estate agent must provide a rental market analysis for each identified property, including:

- Rental rate per square metre per month (inclusive of VAT).
- Total lettable area.
- Estimated monthly rental.
- Operating costs and other additional occupancy charges.
- Parking charges (if separate charge).
- Electricity, water, security and backup power charges, where applicable.
- Annual rental escalation.
- Proposed lease duration, where information is available.
- Estimated total monthly occupancy cost.
- Or any other related costs
- All costs must be inclusive of VAT

The estate agent must clearly distinguish between confirmed amounts and estimates. The estate agent's professional fee for conducting the market search and analysis must be quoted separately from the rental costs of the properties identified.

3.12 Public Environment

- Safe, attractive and clean street/ foyer interface; surrounding public environment comprising good infrastructure; Improvement District / private services involvement

or plans; good exposure and visibility; vehicular access and good access to public transport.

3.13 Deliverables

The appointed estate agent must submit the following:

No.	Deliverable	Description
1	Market search report	Summary of available properties within the specified geographical area that meets EWSETA's requirements.
2	Property shortlist	Details of identified properties, including addresses, available areas and relevant facilities.
3	Property compliance checklist	Assessment of each property against the specified requirements and available supporting documentation.
4	Rental comparison matrix	Comparison of rental rates, estimated monthly costs, parking and additional charges.
5	Property information pack	Available photographs, floor plans, infrastructure layouts and relevant compliance documents.
6	Final market analysis report	Consolidated assessment of property suitability, costs, risks and recommendations.
7	Presentation	Presentation of the findings to EWSETA's designated officials.

3.14 Minimum Requirements for the Estate Agent

Bidders must submit:

- A company profile and relevant business registration details.
- Evidence of applicable Property Practitioners Regulatory Authority (PPRA) registration and a valid Fidelity Fund Certificate, where required.
- Details of the personnel who will undertake the assignment.
- Evidence of relevant experience in commercial property market research, office accommodation searches or rental market analysis.

- At least two relevant client references or examples of comparable assignments, where available.
- A proposed methodology for conducting the market search and analysis.
- A proposed work plan and delivery schedule.
- Disclosure of any actual, potential or perceived conflict of interest.

3.15 Timeframes

Bidders must ensure that the assignment is completed within **10** working days from date of appointment.

The work plan must cover market research, property identification, information verification, rental comparison, report preparation and presentation of the findings.

The final delivery schedule will be agreed upon with EWSETA and recorded in the appointment documentation.

4. EVALUATION CRITERIA

All quotations will be regarded in a fair manner in terms of evaluation criteria and process. The evaluation will be in accordance with EWSETA's SCM Policy, and the Preferential Procurement Regulations 2022 issued in terms of the Preferential Procurement Policy Framework Act (Act No. 5 of 2000), whereby the 80/20 preference point system will be applied to evaluate the received proposals. A total of 80 points will be allocated on price and 20 points on specific goals.

THE RFQ WILL BE EVALUATED IN THREE (03) STAGES AS FOLLOWS:

STAGE 1: Returnable Administrative documents
STAGE 2: Technical/Functionality Evaluation
STAGE 3: Price and Specific Goals

4.1 STAGE 1 – RETURNABLE ADMINISTRATIVE DOCUMENTS

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

RETURNABLE ADMINISTRATIVE DOCUMENTS

	Administrative Compliance	Yes	No
4.1.1	Company Registration Documents (CIPC)		
4.1.2	Bidders CSD (Central Supplier Database) Report / Number		
4.1.3	Joint Venture Agreement, if applicable		
4.1.4	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.		
4.1.5	The following Standard Bidding Documents (SBD) Forms must be fully completed and signed:		
4.1.5.1	SBD 1 (Annexure 1)		
4.1.5.2	SBD 3.3 (Annexure 2)		
4.1.5.3	SBD 4 (Annexure 3)		
4.1.5.4	SBD 6.1 (Annexure 4)		
4.1.6	Annexure 5 - General conditions of Purchase [fully signed on the last page and initial on each page]		
4.1.7	Annexure 6 - POPI Consent forms consent to process (use) personal information (Informed Consent Notice) as per Promotion of Access to Information Act 2 of 2000, as amended, (PAIA) and the Protection of Personal Information Act 4 of 2013 (POPIA) NB: Should the company be a Joint Venture (JV) both parties must consent and sign this consent form.		
4.1.8	Tax Pin issued by SARS (Tax Clearence Certificate) If Joint venture, tax Pin for each member.		

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

Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), (Valid tax clearance certificate(s), A tax compliance status PIN and
SBD 4) must be submitted for each Consortium/JV member or prime contractor and subcontractors.

4.2 STAGE 2: TECHNICAL/FUNCTIONALITY EVALUATION STAGE

An assessment of functionality will be based on the evaluation criteria noted in the table below.

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

Criteria	Scoring	Weighted score
Relevant experience of Estate Agent in commercial property research and market analysis Estate Agent must submit a detailed CV demonstrating experience in commercial property research, office accommodation searches and rental market analysis.	**8 years** or more years of experience in commercial property research and office accommodation searches **= 20 points** **5 - 7** years of experience in commercial property research and office accommodation searches = **15 points** **3 - 4** years of experience in commercial property research and office accommodation searches =**10 points** **2 -3** years of experience in commercial property research and office accommodation searches = **5 points** Less than **2 years** of experience in commercial property research and	**20**

Criteria	Scoring	Weighted score
	office accommodation searches **= 0 points**	
Understanding of the assignment and proposed methodology Assess the bidder's understanding of the assignment's objectives, requirements, scope and expected deliverables, as well as the suitability of the proposed methodology. **Project Plan and Timelines** **Assess the practicality, sequencing and efficiency of the bidder's proposed work plan and its ability to deliver the assignment within the 10 working days .**	Demonstrated understanding of the assignment objectives, scope and requirements = **5 points** Demonstrated understanding of the proposed research and market analysis methodology = **5 points** Identification of potential risks, constraints, assumptions and mitigation measures **= 5 points** Submission of the Project plan and times as proposed within (**10 working days)** = **15 points** No methodology = **0 points**	**30**
Qualifications /Certificate Estate Agent must have the related qualifications in the commercial properties and be registered with any professional bodies relating to the scope. ***NB** ***bidders must attach no later than 6 months certified copies of qualifications. uncertified qualification certificates will not be accepted and will***	Related Qualification/Certificate **= 10 points** Professional Body Registration **= 10 points** No qualifications or proof of registration **= 0 points**	**20**

Criteria	Scoring	Weighted score
therefore not score any points. foreign qualifications are required to be accompanied by a SAQA evaluation certificate.		
Reference Letters Reference letters from different clients as evidence of successfully completed or currently ongoing assignments involving experience of Estate Agent in commercial property research and market analysis. **NB:** The reference letter(s) must not be older than five (5) years, must be signed and issued on the letterhead of the previously serviced client, and must reflect the following: • An indication of the quality of services rendered. • Signature of an authorised representative of the client. • Name and contact details of a contactable reference person. • Year(s) in which the services were provided. • Description of the similar services rendered. **NB: EWSETA may contact the listed references to validate the information**	Three (3) or more valid reference letters = **30 points** Two (2) valid reference letters = **20 points** One (1) valid reference letter = **10 points** No valid reference letters = **0 points**	**30**

Criteria	Scoring	Weighted score
contained in this letter. Should any unfavourable feedback be received, it will be taken into account in the scoring process above. **Should EWSETA not receive a response to the reference letter from the provided contactable referee, the bidder will be awarded a score of zero (0).**		
TOTAL AVAILABLE POINTS		**100**

NB: Only bidders who achieved a minimum score of **70 points out of 100 points (70%)** for Functionality will qualify to proceed to Stage 3 of the evaluation process for further evaluation.

4.3 STAGE 3: PRICING AND SPECIFIC GOALS STAGE

4.3.1 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

4.3.2 The points scored in respect of specific goals will be added to the points scored for price.

4.3.3 The following formula will be used to calculate the points for Price:

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P min = Price of lowest acceptable tender

Points awarded for specific goals

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

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

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

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

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

4.3.4 Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

4.3.5 A tenderer failing to submit proof of the B-BBEE status level of the contributor or is a non-compliant contributor to B-BBEE may not be disqualified but may only score point out of 80 for price; and scores 0 points out of 20 for B-BBEE.

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

4.3.7 A bidder will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.4 FINANCIAL PROPOSAL

The quotation must include:

Rental information obtained from property owners must be presented separately, with any applicable validity period clearly indicated.

	ITEM	COSTS (EXCL VAT)
1.	FIXED PROFESSIONAL FEE (10 days Assignment) including travel costs	**R**
2.	TOTAL EXCLUDING VAT	**R**
3.	VAT	**R**
	TOTAL INCLUDING VAT	**R**

NB - Confirmation that the professional fee quotation will remain valid for three (3) months from the date specified in the RFQ.

- **All costs must be inclusive of professional fees and clearly disclosed.**

The quotation must include:

- A detailed professional fee for the market search and analysis assignment.
- The applicable VAT amount and total fee, where relevant.
- A description of the proposed methodology and deliverables.
- A proposed project plan and completion timeframe.
- Relevant experience and professional registration information.
- Disclosure of any other charges associated with performing the assignment

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)	_____

5. NOTES TO BIDDERS

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

5.1 Prospective bidders must ensure that 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.

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

5.3 Bids received late shall not be considered under any circumstances. A bid will be considered late if it arrives after **13H00** on/after the closing date.

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

5.5 EWSETA reserves the right, at its sole discretion, to cancel this request for proposals, presentations, and price or not to make any appointment at all.

5.6 EWSETA will not make upfront payments.

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

5.8 The successful bidder will be informed of the outcome. A contract will only be deemed to be concluded when reduced to writing and signed by the designated responsible person of both parties (duly authorised). The designated responsible person of the EWSETA is the Chief Executive Officer or her/his written authorised delegate.

5.9 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.

5.10 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 and may potentially have legal ramifications.

5.11 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.

5.12 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.

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

5.14 The proposed graphic designer and copywriter cannot be changed during the engagement. In the event of a change, prior approval will be required from EWSETA.

6. SUB-CONTRACTING

A tenderer will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the

contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for unless the intended sub-contractor is an exempted micro-enterprise that has the capability and ability to execute the sub-contract.

7. SUBMISSION OF BIDS

Bidders are required to submit their proposals to the following email address: scmadmin@ewseta.org.za

8. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **Tuesday 17 November 2026** not later than **13H00.** Please note that no late proposals will be considered.

9. TENDER VALIDITY

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

10. FRAUD HOT-LINE

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

EWSETA VIVUZELA 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/

ANNEXURE 1 : SBD 1 - PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BIDNUMBER:	**EWSETA/RFQ/048/2026-27**	**CLOSING DATE:**	**17 NOV 2026**	**CLOSING TIME:**	**13:00**
DESCRIPTION	**APPOINTMENT OF AN ESTATE AGENT TO CONDUCT COMMERCIAL PROPERTY RESEARCH AND MARKET ANALYSIS**				
BID RESPONSE DOCUMENTS SHOULD BE SENT TO THE SCM EMAIL ADDRESS					
scmadmin@ewseta.org.za					

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.3 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.4 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.6 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.8 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.9 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID SIGNED……

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

DATE: ……

ANNEXURE 2: SBD 3.3 PRICING SCHEDULE (PROFESSIONAL SERVICES

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER: ……BID NO.: **EWSETA/RFQ/048/2026-27**

CLOSING TIME **13:00** CLOSING DATE: **17 NOVEMBER 2026**

OFFER TO BE VALID FOR **90 WORKING DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1.	The accompanying information must be used for the formulation of proposals.	
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R…….. ……..
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)	
4.	PERSON AND POSITION	HOURLY RATE / DAILY RATE
	----------	R---------- / ----------
	----------	R---------- / ----------

---------- R---------- ----------
---------- ------ ------

---------- R---------- ----------
---------- ------ ------

---------- R---------- ----------
---------- ------ ------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE

COMPLETED, COST PER PHASE AND MAN-DAYS TO BE

SPENT

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

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

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

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

5.1 Travel expenses (specify, for example rate/km and total km, class

of air travel, etc). Only actual costs are recoverable. Proof of the

expenses incurred must accompany certified invoices.

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

TOTAL:
R…….

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

7. Estimated man-days for completion of project ……
……
……
……

8. Are the rates quoted firm for the full period of contract? *YES/NO

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

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

6. Period required for commencement with project after acceptance of bid

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

……

……

……

ANNEXURE 3 – SBD4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1. Any person (natural or juristic) may make an offer in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES [ ] NO [ ]**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

2.3 Does the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder have a relationship with any person who is employed by the institution procuring the required goods or services? **YES [ ] NO [ ]**

2.3.1 If YES, complete the details of the relationship with the person employed by the institution procuring the required goods or services in table below.

Name of person in bidder	Name of person at institution	Nature of the relationship

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

2.4 Does the bidder or any of its directors / trustees / shareholders / members / partners have any interest[1] in any other related enterprise / company / trust, whether or not that enterprise / company / trust is bidding[2] for this requirement?
YES [ ] NO [ ]

2.4.1 If YES, complete the details of the related enterprise / company / trust in the table below:

Registering authority	Name of related enterprise / company / trust	Registration number	Description of interest

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

3 GENERAL DECLARATION

I, ..., the undersigned, in submitting the accompanying bid for this requirement, do hereby make the following statements, on behalf of the bidder, that I certify to be true and complete in every respect:

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the institution procuring the required goods or services 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.

---

[1] Includes ‘‘beneficial interest’’ and ‘‘personal financial interest’’ as defined in the Companies Act 71 of 2008
[2] Includes open competitive bidding / limited bidding/ requests for quotations/ requests for proposals/ unsolicited bids

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE INFORMATION PROVIDED IS CORRECT.

I ACCEPT THAT THE INSTITUTION PROCURING THE REQUIRED GOODS OR SERVICES MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME, THE BIDDER AND ANY OF ITS DIRECTORS / TRUSTEES / SHAREHOLDERS / MEMBERS / PARTNERS IF THIS DECLARATION IS FOUND TO BE FALSE.

…… ……

Signature Date

…… ……..

Designation Name of bidder

ANNEXURE 4: SBD 6.1 - PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(*delete whichever is not applicable for this tender*).

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicablpreference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)

	(To be completed by the organ of state)	(To be completed by the tenderer)
B-BBEE Level Contributor Status: 1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- □ Partnership/Joint Venture / Consortium
- □ One-person business/sole propriety
- □ Close corporation
- □ Public Company
- □ Personal Liability Company
- □ (Pty) Limited
- □ Non-Profit Company
- □ State Owned Company

[Tick applicable box]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

ANNEXURE 5: EWSETA GENERAL CONDITIONS OF PURCHASE

a. General

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

b. Standard

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

c. Use of contract documents and information; inspection

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

d. Patent rights

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

e. Performance security

i. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
ii. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
iii. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

16. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
17. a cashier's or certified cheque
    i. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

b. Use of contract documents and information; inspection

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

c. Patent rights

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

d. Performance security

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

b. Inspections, tests, and analyses

i. All pre-bidding testing will be for the account of the bidder.
ii. 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
iii. 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
iv. 8.4 If the inspections, tests, and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests, and analyses shall be defrayed by the purchaser.
v. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier.
vi. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
vii. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall when called upon, remove them immediately at his own cost and forthwith substitute them with supplies that do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
viii. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof or to act in terms of Clause 23 of GCC.

c. Packing

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

d. Delivery and documents

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

e. Insurance

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

f. Transportation

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

g. Incidental services

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

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

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

b. Spare parts

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

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

a. Warranty

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

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

SCC. 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

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

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

b. Payment

i. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

ii. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

iii. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

iv. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

c. Prices

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

d. Contract amendments

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

e. Assignments

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

f. Subcontracts

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

g. **Delays in the supplier's Performance**

i. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

ii. If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding the timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation Page 44 of 51

iii. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
iv. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
v. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause
vi. unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
vii. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

h. Penalties

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

i. Termination for default

i. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

29. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
30. if the Supplier fails to perform any other obligation(s) under the contract; or
31. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

i. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue the performance of the contract to the extent not terminated.
ii. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
iii. If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
iv. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which

enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

v. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

32. the name and address of the supplier and / or person restricted by the purchaser;
33. the date of commencement of the restriction
34. the period of restriction; and
35. the reasons for the restriction
36. 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

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

c. Notices

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

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

d. Taxes and Duties

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

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

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

e. **National Industrial Participation (NIP) Programme**

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

f. **Prohibition of Restrictive practices**

i. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is Page 49 of 51
ii. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

…… ……

Signature Date

…… ……

Position Name of bidder

ANNEXURE 6 - PROTECTION OF PERSONAL INFORMATION ACT (POPIA)

1. INTRODUCTION

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

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

2. WHAT IS PERSONAL INFORMATION?

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

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

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

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

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

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

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

2.6 Compiling statistics and other research reports.

2.7 Providing personalised communications.

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

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

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

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

3. WHAT IS ‘PROCESSING’?

POPI provides that the term “processing’’ covers any operation or activity, whether or not by automatic means, concerning personal information, including collection, receipt, recording, organisation, collation, storage, retrieval,

alteration, consultation or use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as restriction, erasure or destruction of information.

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

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

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

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

3.1.2.5 from a relevant public or equivalent entity.

4. TO WHOM WILL PERSONAL INFORMATION BE DISCLOSED?

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

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

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

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

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

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

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

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

5.7 The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide EWSETA with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of

consent result in the interference of legal obligations, then such withdrawal will only be effective if EWSETA agrees to same in writing. EWSETA specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits. Further, please note that the revocation of con- sent is not retroactive and will not affect disclosures of personal information that have already been made. In order to withdraw consent, please contact the Information Officer at **ictsupport@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 ictsupport@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**