REQUEST FOR QUOTATION ("RFQ")

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SAGE SYSTEM AND RELATED FUNCTIONAL TRAINING FOR A PERIOD OF THREE-FIVE (3-5) DAYS

Bid Number	**EWSETA/RFQ/049/2026-27**
Bid Scope	**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SAGE SYSTEM AND RELATED FUNCTIONAL TRAINING FOR A PERIOD OF THREE – FIVE (3-5) DAYS**
Issue Date	**MONDAY 09 NOVEMBER 2026**
Closing Date for submission of bids	**MONDAY 16 NOVEMBER 2026 @13:00PM**
Inquiries (all inquiries should be in writing)	**scmadmin@ewseta.org.za**

1. BACKGROUND INFORMATION

The Energy and Water Sector Education and Training Authority (EWSETA) is a statutory body established in terms of the Skills Development Act No. 97 of 1998, as amended, to facilitate the development of skills within the energy and water sectors in South Africa.

EWSETA is committed to strengthening internal quality assurance capacity and compliance through structured learning and development interventions. In order to support assessment practices, verification processes and internal quality assurance, EWSETA requires the provision of accredited Sage VIP training to equip employees with the necessary knowledge and practical skills to effectively utilise the system.

EWSETA therefore intends to appoint a suitably qualified and accredited service provider to deliver a Sage VIP Training. This intervention is aligned to EWSETA's Workplace Skills Plan (WSP).

2. PURPOSE

The purpose of this Request for Quotation (RFQ) is to appoint a suitably qualified and experienced service provider to provide Sage training tailored to the functional requirements for Human Resources (HR), Finance and Supply Chain Management (SCM) including payroll-related functions for HR and Finance employees and procurement-related functions, such as Purchase Order (PO) creation for SCM.

The training is intended to develop practical skills in Sage system including Sage VIP Payroll for HR and Finance employees covering payroll processing, leave administration, ESS, HR document maintenance, Disciplinary Administration, Skills Development Administration and Reporting, Employment Equity Reporting, earnings and deductions, reporting and reconciliations. The training will also cover relevant procurement functions for SCM interns, including PO creation and related processes. The training will also strengthen collaboration between HR and Finance, improve payroll accuracy and efficiency and support compliance with organisational and applicable South African statutory requirements.

Actual number of participants by function:

Participant Group	Number	Training Focus
HR Department	4	Sage VIP / Payroll, Full HR Maintenance and Administration
Finance Department	5	Sage VIP / Payroll & Finance
SCM Department	2	Sage Evolution 200 / Purchase Orders & SCM functions
Total	11	

3. SCOPE OF WORK

The appointed service provider will be required to undertake the following:

3.1 Sage VIP System Orientation

The training shall be based on the Sage systems currently utilised by EWSETA, including **Sage VIP for payroll-related functions and Sage Evolution 200 for relevant financial and procurement-related functions**.

The service provider shall:

- Provide an overview of the Sage systems and their application within EWSETA.
- Introduce participants to the Sage VIP interface, functionality and key processes applicable to their respective roles.
- Explain the relationship between HR administration, payroll Finance and SCM processes.
- Provide an overview of the flow of information between HR, Finance and SCM within the relevant Sage processes and reporting requirements.
- Ensure that the training is practical and aligned to the participants' day-to-day responsibilities.

3.1.1 SAGE VIP Training for HR

The HR component should cover:

- Creation and maintenance of employee records.
- Capturing and updating employee personal and employment information.
- Employee onboarding and termination processes.
- Payroll processing, tax, calculations and payslip

- Leave administration and leave balances.
- Capturing employee earnings, deductions and benefits.
- Basic payroll reports required for HR purposes.
- Maintaining accurate and up to date employee records.
- Understanding the impact of accurate HR data on payroll processing.
- Confidentiality and appropriate handling of employee payroll information
- Skills Development and Employment Equity Reporting

3.1.2 SAGE VIP TRAINING FOR FINANCE

The Finance component should cover:

- Payroll processing and verification.
- Understanding payroll calculations and outputs.
- Earnings, deductions and employer contributions.
- Payroll reconciliations.
- Payroll reports and financial reporting.
- Payroll related journals and accounting information.
- Verification and control of payroll transactions.
- Identifying and resolving payroll discrepancies.
- Supporting month end payroll and financial processes.

3.1.3 SAGE EVOLUTION 200 TRAINING FOR SCM

The SCM component should provide practical training on relevant Sage Evolution 200 functions used in the procurement process, including:

- Overview of Sage Evolution 200 and its application within SCM.
- Supplier/vendor information and relevant master data.
- Creation and processing of Purchase Orders (POs).
- Capturing and maintaining procurement-related information.
- Processing and tracking Purchase Orders.
- Understanding the relationship between requisitions, Purchase Orders, suppliers and Finance processes.
- Basic procurement-related reports and information.
- Verification of Purchase Order information and identifying common errors.
- Practical exercises based on typical SCM transactions.

- Any other relevant Sage Evolution 200 procurement functions applicable to the SCM interns' responsibilities.

3.1.4 SOUTH AFRICAN PAYROLL AND STATUTORY REQUIREMENTS

The training should provide an overview of relevant South African payroll requirements, including:

- PAYE administration.
- UIF contributions.
- Skills Development Levy (SDL).
- Employment Tax Incentive (where applicable).
- Understanding the importance of accurate payroll records and statutory reporting.
- General payroll compliance requirements applicable to the organisation.

3.1.5 PRACTICAL TRAINING

The service provider shall:

- Provide hands on practical exercises using the relevant Sage systems.
- Allow participants to perform typical transactions applicable to their respective functions.
- Use practical scenarios relevant to the EWSETA working environment.
- Provide opportunities for participants to practise payroll processing, reporting, reconciliation and relevant procurement transactions
- Include practical exercises on Purchase Order creation and related SCM processes for SCM interns.
- Assess participants ability to apply the knowledge gained during the training.

3.1.6 3.1.6. TRAINING MATERIALS AND SUPPORT

The service provider must:

- Provide comprehensive training materials to all participants.
- Provide practical exercises and reference guides.
- Make available any required training resources or system access requirements.
- Provide post training support or clarification for a reasonable period following completion of the training.

3.1.7 3.1.7 ASSESSMENT AND COMPETENCY

- Conduct an assessment at the conclusion of the training.
- Evaluate participants understanding and practical application of Sage VIP.
- Provide feedback on participants' performance.
- Issue accredited certificates of completion to all participants who successfully complete the training.

3.1.8 TRAINING DELIVERABLES

The appointed service provider will be expected to deliver:

- A detailed training programme and schedule.
- Sage VIP training for HR Interns and Finance new joiners.
- Sage Evolution 200 training on relevant procurement functions for SCM interns.
- Training materials and practical exercises.
- Practical, hands-on system training.
- Participant assessments.
- Provide Attendance register.
- Training evaluation/feedback report.
- Certificates of completion.
- Final training report outlining the training conducted, participants, outcomes and recommendations

3.1.9 TRAINING ENVIRONMENT

- Training shall, where possible, be conducted using EWSETA's existing Sage systems or an appropriate training/demo environment that reflects the functionality used by EWSETA.
- The service provider must confirm any system access, user accounts, licences, training environment or technical requirements required before commencement of the training.
- Where a training/demo environment is used, the service provider must ensure that the practical exercises are relevant to the Sage functionality used by EWSETA.
- The service provider shall not make any changes to EWSETA's live system or data during the training without prior written authorisation from EWSETA.

3.1.10 TRAINING PROGRAMME AND SCHEDULE

- The training shall be conducted over a period of three to five (3-5) days depending on scope of the training.
- The service provider must submit a detailed training programme and schedule indicating the topics, duration and intended participants for each training session.
- The proposed programme must accommodate the different training requirements of **HR, Finance and SCM**, rather than providing the same training content to all participants.
- The service provider must indicate how the three to five (3-5) days training will be allocated between Sage VIP payroll-related training and Sage Evolution 200 procurement-related training.
- The training programme should include sufficient time for practical, hands-on exercises, questions and assessments.
- The final training programme and schedule shall be agreed with EWSETA prior to commencement of the training

3.2 MONITORING PROGRESS OF SERVICE

EWSETA shall monitor and evaluate the progress and quality of the Sage VIP Training services in accordance with the deliverables and requirements outlined as per the Scope of Work.

The appointed service provider shall be required to provide regular updates on the progress of the training, including attendance, training activities completed, participant engagement, assessments and achievement of the agreed learning outcomes.

3.3 INDEPENDENCE, CONFIDENTIALITY AND OBJECTIVITY OF STAFF

The Service Provider must ensure that all personnel involved in the delivery of the training maintain objectivity, professionalism and independence in the execution of their duties. Training facilitators and support personnel shall deliver the training impartially and in accordance with the agreed scope of work, training programme and requirements of EWSETA.

All personnel engaged by the Service Provider shall be required to maintain strict confidentiality regarding any information accessed or obtained during the training, including employee information, payroll information, organisational processes, system information and any other

confidential information belonging to EWSETA. All resources shall adhere to the confidentiality requirements and attest to these obligations through the confidentiality clause contained in the POPI Consent form.

3.4 DURATION OF SERVICES/WORK

The training shall be completed within a period of three to five (3-5) days from the agreed commencement date. The Service Provider shall ensure that all training activities, practical sessions and assessments are completed within the agreed training period. Training will be conducted physically at a venue to be communicated by EWSETA.

EWSETA will be responsible for the logistical arrangements and associated costs relating to the training venue and attendance arrangements of the trainees. Confirmation of the training venue and related logistics will be communicated to the appointed service provider upon issuance of the Purchase Order and/or formal appointment letter.

4. EVALUATION CRITERIA

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

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

- **STAGE 1: Mandatory Requirements**
- **STAGE 2: Pre-Qualification Criteria: Returnable Administrative documents**
- **STAGE 3: Functionality Criteria**
- **STAGE 4: Price and Specific Goals**

4.1 STAGE 1 – MANDATORY REQUIREMENTS

	Mandatory Compliance	Submitted Yes No

4.1.1	Prospective service providers are required to submit a valid certificate or letter demonstrating that they are a current Sage Business Partner or Sage-accredited service provider. *Only bidders who provide valid accreditation will be considered for further evaluation. Bids submitted without this proof will be automatically disqualified*.		

Note: Only bidders who provide valid accreditation will be considered for further evaluation. Bids submitted without this proof will be automatically disqualified

4.2 STAGE 2 – PRE-QUALIFICATION CRITERIA / RETURNABLE ADMINISTRATIVE DOCUMENTS

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

RETURNABLE ADMINISTRATIVE DOCUMENTS

	Administrative Compliance	**Yes**	**No**
4.2.1	Company Registration Documents (CIPC)		
4.2.2	Bidders must declare that neither the company nor its directors are listed on the National Treasury Database of Restricted Suppliers or Register of Tender Defaulters.		
4.2.3	Bidders CSD (Central Supplier Database) Report / Number		
4.2.4	Valid B-BBEE Certificate (issued by a SANAS accredited entity) or duly completed and commissioned B-BBEE Affidavit (for EME's and QSE's)		
4.2.5	The following SBD Forms must fully complete and signed:		
4.2.6	• SBD 1 (Annexure 1) • SBD 3.1 (Annexure 2) • SBD 4 (Annexure 3) • SBD 6.1 (Annexure 4)		
4.2.7	Annexure 5 - General conditions of Purchase **[fully signed on the last page and initial on each page]**		
4.2.8	Tax Pin issued by SARS (Tax Clearence Certificate)		

4.2.9	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)		

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.

4.3 STAGE 3: TECHNICAL / FUNCTIONALITY STAGE

The appointed service provider is to meet the criteria below, which are applicable to the bid to be submitted to the EWSETA.

NB: The minimum qualifying score for functionality is **75 percent**. Bids that do not achieve this score will not be considered for further evaluation on Price and Specific Goals.

CRITERIA

The service provider is to meet the below criteria which is applicable to the bid to be submitted to the EWSETA.

Criteria	Scoring	Weighted score
Company Experience Reference letters *The bidder must demonstrate experience in providing Sage VIP and/or Sage Evolution 200 training, preferably including payroll, HR, Finance and/or procurement-related training.* ***The bidder must submit reference letters from clients for similar training services completed within the last five (5) years. Reference letters must be on the client's letterhead and indicate the client's name, nature/title of the training, year completed, contactable reference person and contact details.***	*3 letters attached = **30 points*** *2 letters attached **= 20 points*** *1 letter attached = **10 points*** *No reference letters attached / unsatisfactory services rendered **= 0 points***	**30**

Criteria	Scoring	Weighted score
NB: EWSETA may contact the listed references to validate the information contained in this letter. Should any unfavourable feedback be received, it will be taken into account in the scoring process above. Responses to reference check requests may be provided within three (03) business days from the date of request. If EWSETA does not receive a response within This time frame the corresponding reference letter will be scored zero (0).		
Proposed Lead Facilitator – Relevant Experience *The bidder must submit a detailed CV for the proposed lead facilitator demonstrating experience in* ***Sage VIP and Sage Evolution training****, where applicable, and practical training delivery to HR, Finance and/or SCM users.*	***Experience includes:*** *5+ years relevant Sage training experience* ***= 20 points*** *3–4 years relevant Sage training experience =* ***15 points*** *1–2 years =* ***10 points*** *Less than 1 year / no relevant experience* ***= 0 points***	***20***
Proposed Lead Facilitator – Qualifications and/or Sage Accreditation ***The proposed facilitator must have relevant qualifications, professional certifications and/or Sage-related accreditation/certification relevant to the training. Certified copies of qualifications/certificates must be submitted.*** *Certification may not be older than six (6) months. Uncertified qualification/professional certificates will not be accepted as authentic.* *Foreign qualifications are required to be accompanied by a SAQA evaluation.*	***Relevant Qualification*** *Relevant qualification* ***= 10 points*** *Relevant Valid Sage accreditation* ***= 5 points*** *No relevant qualification / accreditation =* ***0 points***	**15**
Training Methodology and Approach*.* *The bidder must provide a clear and practical methodology explaining how the training will be delivered over the required three -five (3-5) days.*	***The bidder's methodology must demonstrate:*** *Methodology Requirement Points*	**25**

Criteria	Scoring	Weighted score
The methodology must demonstrate an understanding of the different training requirements of HR, Finance and SCM participants.	*Clear understanding of the different training requirements for HR, Finance and SCM participants and how the training will be tailored to each group* ***= 5 points*** *Detailed three-five (3-5)-day training programme and schedule, indicating the topics, duration and intended participants for each training session* ***= 5 points*** *Clear allocation of the three-five (3-5) training days between Sage VIP payroll-related training and Sage Evolution 200 procurement-related training =* ***5 points*** *Practical training approach, including hands-on exercises, practical scenarios, system demonstrations and opportunities for participants to apply the knowledge gained* ***= 5 points*** *Clear approach to training materials, participant assessment, certificates, post-training support and final training report* ***= 5points***	
Understanding of Scope of Work *The bidder must demonstrate a clear understanding of the required Sage training, including Sage VIP payroll-related functions for HR and Finance and Sage Evolution 200 procurement-related functions for SCM interns, as well as practical training, statutory requirements, assessments, materials and post-training support*	*Clear and comprehensive understanding =* ***10 points*** *Partial understanding* ***= 5 points;*** *Poor/unclear understanding* ***= 0 points***	**10**
TOTAL AVAILABLE POINTS		***100***

4.4 STAGE 4: PRICING AND SPECIFIC GOALS STAGE

4.4.1 Preference Points

4.4.1.1 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

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

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

$$Ps = 80(1 - \frac{Pt - P\min}{P\min})$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P min = Price of lowest acceptable tender

4.4.2 Points awarded for specific goals

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

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

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

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

B-BBEE Status Level of contributor	Number of points 80/20 system)
1	20
2	18
3	14
4	12

5	8
6	6
7	4
8	2
Non-compliant contributor	0

4.4.3 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.

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

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

4.4.6 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.

4.5 Financial Proposal

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

Pricing schedule is compulsory and failure to complete same in prescribed manner as per the table below and without alterations for comparability purposes will result in a disqualification.

Bidders are required to provide pricing on a **cost-per-delegate basis** for the applicable training interventions. The rates must include all costs associated with the delivery of the training, including training preparation, facilitation, practical exercises, training materials, assessments, certificates and reasonable post-training support.

#	Description	Duration	Estimated No. of Delegates	Rate per Delegate Excl. VAT	Total Excl. VAT
1	Sage VIP – HR Training	5 Days	4	R	R
2	Sage VIP – Finance Training	5 Days	5	R	R

#	Description	Duration	Estimated No. of Delegates	Rate per Delegate Excl. VAT	Total Excl. VAT
3	Sage Evolution 200 – SCM Training, including Purchase Order and related procurement functions	5 Days	2	R	R
	Total Excl. VAT				**R**
	VAT				**R**
	Total VAT Inclusive				**R**

NB: Completion of the pricing schedule in the prescribed format is mandatory. Bidders must provide a rate per delegate for each applicable training component. The estimated number of delegates is provided for evaluation and pricing purposes. The final number of participants and the number of days will be confirmed by EWSETA prior to commencement of the training.

The bidder's pricing must cover the full requirements of the Scope of Work, and no additional costs will be considered unless expressly approved by EWSETA in writing.

4.5.1 Pricing Assumptions

Bidders must ensure that:

- All prices are quoted in **South African Rand (ZAR)**.
- The quoted rates are **inclusive of all direct and indirect costs** associated with delivering the training.
- The rates include preparation, facilitation, practical exercises, training materials, assessments, certificates and reasonable post-training support.
- The quoted rates remain **fixed for the duration of the once-off training intervention**.
- No escalation of prices will be permitted.
- No additional costs will be payable for items required to fulfil the Scope of Work but not separately priced by the bidder.
- Any applicable travel, accommodation, equipment, system access or other costs required for the delivery of the training must be included in the bidder's quoted rates.
- The bidder must clearly identify any cost that is **not included** in the quoted rates.

4.5.2 Payment Terms

Payment will be made upon successful completion of the training intervention and submission of all required deliverables, including:

- Signed attendance registers;
- Training materials;
- Participant assessments, where applicable;
- Certificates of completion;

- Final training report; and
- A valid tax invoice.

Payment will be processed within EWSETA's standard payment period after receipt of a valid invoice and acceptance of the required deliverables.

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 of these requirements may disqualify such a bid from the evaluation process:

5.1 A prospective service provider must ensure that that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is therefore a condition of this bid that the tax matters of the bidder be in order at the time of award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.

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

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

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

5.5 EWSETA will not make upfront payments.

5.6 Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded;

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

5.8 A probation period of 90 days will apply to the agreement.

5.9 The EWSETA undertakes to pay valid invoices in full within 30 (thirty) days if all supporting documents are submitted.

5.10 The service level agreement will be reviewed annually upon anniversary date.
5.11 Please note that any plagiarism of any sort contained within any bid or any other documents submitted to the EWSETA by any bidder will result in the disqualification of the respective bidder.
5.12 EWSETA may request clarification or further information regarding any aspect of the bidder. The bidder must provide the requested information within forty-eight (48) hours after the request has been made; otherwise the bidder may be disqualified.
5.13 In the absence of the individual a suitable replacement must be organised a week prior to the absence.
5.14 Scheduled outages, after hours or weekends. Must be part of total costs and NOT additional cost.
5.15 Bidders are required to attach the latest proof of banking details along with the RFQ submission
5.16 EWSETA undertakes to pay within thirty (30) days of presentation of a duly completed tax invoice and supporting documents if required by 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 bids to **scmadmin@ewseta.org.za**

8. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **Monday 16 November 2026 @ 13:00hrs.** 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 VUVUZELA FRAUD AND ETHICS HOTLINE

Free Call: **0800 611 205**; Email: **ewseta@thehotline.co.za**; or visit their website **www.thehotline.co.za**; or SMS **30916**; or Vuvuzela Hotline (App Stores)

11. SBD 1 - PART A ANNEXURE 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BIDNUMBER:	**EWSETA/RFQ/049/2026-27**	**CLOSING DATE:**	**16 NOVEMBER 2026**	**CLOSING TIME:**	**13:00 PM**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SAGE SYSTEM AND RELATED VIP SYSTEMFUNCTIONAL TRAINING FOR A PERIOD OF THREE (03) DAYS**				
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	scmadmin@ewseta.org.za	CONTACT PERSON	scmadmin@ewseta.org.za
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	☐Yes ☐No		2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES	☐Yes	☐No

IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	[IF YES ENCLOSE PROOF]	OFFERED?	[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: ……

12. ANNEXURE 2: SBD 3.3 pricing schedule (professional services)

.

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER:	**BID NO.: EWSETA/RFQ/049/2026-27**
CLOSING TIME **13:00**	CLOSING DATE: **16 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.

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……..

.....

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

*YES/NO

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

TOTAL: R.....

Period required for commencement with project after acceptance of bid

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

=

13. ANNEXURE 3 – SBD4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

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

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

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

……
……
……

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

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

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

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

3 GENERAL DECLARATION

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

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

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

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

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

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

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE ABOVE IS CORRECT.

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

....

Signature Date

……	……...
Designation	Name of bidder

14. 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	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

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 applicable preference point system,

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ϒ Partnership/Joint Venture / Consortium
- ϒ One-person business/sole propriety
- ϒ Close corporation
- ϒ Public Company
- ϒ Personal Liability Company
- ϒ (Pty) Limited
- ϒ Non-Profit Company
- ϒ 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: .....

.....

.....

.....

15. Annexure 5: EWSETA GENERAL CONDITIONS OF PURCHASE

a. General

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

b. Standard

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

c. Use of contract documents and information; inspection

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

d. Patent rights

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

e. Performance security

i. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
ii. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
iii. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
    16. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
    17. a cashier's or certified cheque

i. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

b. Use of contract documents and information; inspection

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

c. Patent rights

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

d. Performance security

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

b. Inspections, tests, and analyses

i. All pre-bidding testing will be for the account of the bidder.
ii. 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
iii. 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

iv. 8.4 If the inspections, tests, and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests, and analyses shall be defrayed by the purchaser.
v. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier.
vi. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
vii. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall when called upon, remove them immediately at his own cost and forthwith substitute them with supplies that do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
viii. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof or to act in terms of Clause 23 of GCC.

c. Packing

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

d. Delivery and documents

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

e. Insurance

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

f. Transportation

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

g. Incidental services

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

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

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

b. Spare parts

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

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

a. Warranty

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

ii. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

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

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

b. Payment

i. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
ii. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
iii. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
iv. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

c. Prices

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

d. Contract amendments

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

e. Assignments

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

f. Subcontracts

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

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

i. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
ii. If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding the timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation Page 44 of 51
iii. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
iv. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
v. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause
vi. unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
vii. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

h. Penalties

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

i. Termination for default

i. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
   29. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
   30. if the Supplier fails to perform any other obligation(s) under the contract; or
   31. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

i. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue the performance of the contract to the extent not terminated.

ii. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

iii. If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

iv. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

v. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
   32. the name and address of the supplier and / or person restricted by the purchaser;
   33. the date of commencement of the restriction
   34. the period of restriction; and
   35. the reasons for the restriction

   These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

i. If a court of law convicts a person of an offense as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to the National Treasury website.

b. **Anti-dumping and countervailing duties and rights**

i. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right

is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

c. **Force Majeure**

i. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failures to perform his obligations under the contract is the result of an event of force majeure.
ii. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

d. **Termination for insolvency**

i. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

e. Settlement of Disputes

i. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
ii. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
iii. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
iv. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
v. Notwithstanding any reference to mediation and/or court proceedings herein,
36. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
37. the purchaser shall pay the supplier any monies due to the supplier.

a. Limitation of liability

i. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
38. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

39. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

a. **Governing language**

i. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English

b. Applicable law

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.

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

16. 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 personalized 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 **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:

5.9The 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 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.

_____ _____

Signature of authorizer **Date**

_____ _____

Position **Name of au**