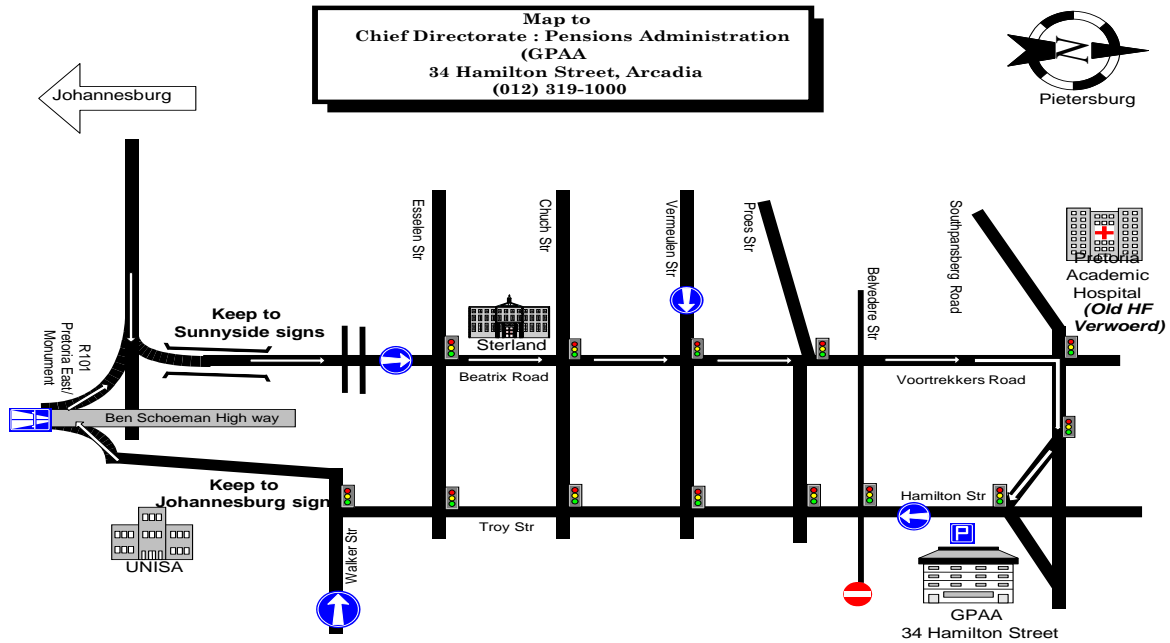


Confidential

**Government Employees
Pension Fund
(GEPF)
Request for proposals (RFP) to
render services for Marketing,
Advertising, and Public Relations
services to the
GEPF for a period of 5 years.**

INSTRUCTION TO SUBMIT YOUR BID

- Bid document must be in an envelope, sealed and correctly labelled.
- Full name of the company, contact number, email address, and contact person's details written correctly on the envelope.
- Proposal /bid document must be addressed and delivered to the GEPF, 34 Hamilton Street, Arcadia, Pretoria
- Bid documents which are not received and/or deposited in the tender box by **12h00** on the closing date will be marked as late and not be considered.
- It is the responsibility of the bidders to ensure that proper instructions are given to courier companies on where to submit their bids. The GEPF will not be liable for any lost bid documents.



Enquiries:

Nokwanda Shoba

Supply Chain Management Specialist

E-mail: Tenders@gepf.co.za

ALL BID DOCUMENTS TO BE DEPOSITED AT THE TENDER BOX SITUATED AT THE RECEPTION AREA AT:

Physical address:

GPAA Offices

34 Hamilton Street

Arcadia

Pretoria

If the bid document is too large to fit in a Tender Box an official from Demand and Acquisition section of the Supply Chain Management Directorate may be contacted via reception.

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Annexure	Topic
A	SBD Forms
B	Special Conditions of Contract
C	General Conditions of Contract

1. Terms of Reference

1.1. INTRODUCTION AND BACKGROUND

The Government Employees' Pension Fund (GEPF) is Africa's largest pension fund, with 1 267 307 active members and 524 030 pensioners and beneficiaries. We have more than R2.32 trillion as of 31 March 2023 in assets under management and are the single largest investor in the Johannesburg Stock Exchange-listed (JSE). We have significant holdings in government bonds and invest in unlisted equity and property.

Our core business, governed by the Government Employees' Pension Law (1996), is to manage and administer pensions and other benefits for government employees in South Africa. We work to give members and pensioners peace of mind about their financial security after retirement by ensuring that all funds in our safekeeping are responsibly invested and accounted for and that benefits are paid out efficiently, accurately and on time.

Currently the GEPF has more than 320 participating employers, which include all national and provincial government departments and the South African National Defence Force and Intelligence Community. The GEPF has a footprint in all nine provinces within South Africa and is committed to the effective and efficient provision of benefits to members, pensioners, and beneficiaries.

1.2. EXECUTIVE SUMMARY

The GEPF is looking to appoint a reputable and well-established creative marketing, advertising, and PR agency to assist the GEPF with the development, implementation, and monitoring of its marketing, advertising, and PR strategy for both local and international stakeholders encompassing all products, engagements, programmes, and campaigns including brand building and positioning to enhance the reputation of the Fund. The duration of the contract is **60 months**.

Due to the size of the GEPF and its position in the pension fund industry around the world and the influence and impact on the South African economy, it is of utmost important that the GEPF appoints a competent creative agency who can partner with GEPF to support its ability to position it as an innovative and trustworthy institution as well as a thought leader in the pension fund industry.

1.3. SCOPE OF WORK

The suitably qualified marketing, advertising and PR agency will partner with the GEPF Stakeholder Management and Communication's division in, among others:

- Developing, implementing, and monitoring the overall marketing, advertising, and PR strategy for the GEPF
- Enhance and improve the existing GEPF brand strategy.
- Developing and implementing various marketing and advertising creative concepts and campaigns
- Develop and implement an online, digital, and social media strategy across a broad range of channels to create a seamless client experience.
- Develop and implement creative concepts and content for online, digital, and social media platforms in line with the GEPF brand strategy.
- Develop and implement PR campaigns including the application of online PR tools.
- Develop and implement crisis management and strategy.
- Work in partnership with our media placement partner, conceptualise, produce, and sustain effective through – the – line advertising in respect of the strategy.
- Provide creative and through – the – line production services such as print, radio, digital, and television.
- Identifying areas of improvement/innovation in advertising and marketing for GEPF and advising on a suitable course of action
- Ensure effective liaison or engagement during planning and implementing phases with the GEPF, the media agency and other service providers.
- Provide excellent copywriting skills for different types of content and platforms.
- Production of content, editorial and writing services: assist the GEPF in writing, editing, and presenting easy to read, but accurate information material aimed at the general public and the media. These may be information sheets, web pages, leaflets summaries of scientific / research reports.
- Provide design services, which include animation, audio visuals and info graphs.
- Provide eventing concepts and management services to all GEPF stakeholder events.
- Produce and provide branding and marketing materials for GEPF events.
- The agency must have the ability to implement marketing, advertising, and PR on international media platforms
- Provide GEPF management with counsel or advise when crisis or PR issues arise regarding the Fund and its implementing partners being the PIC and GPAA
- Source profiling opportunities for the GEPF and its management (e.g., Local, and international conference speaking opportunities)
- Provide research services based on brand building and positioning of the Fund.
- Provide media training to GEPF spokespersons.
- Find opportunities to place GEPF opinion pieces and editorials in print publications.

- Share the latest trends, best practices, and best tools and strategies that are needed for marketing, advertising, and PR success.
- Develop and implement an AI strategy for the GEPF including content development and implementation of appropriate tools.
- Provide creative and through – the – line production services such as photography, videography for print, radio, digital, and television.
- Provide language translation services when required.
- Provide ghost writing services when required.

NB: The above scope of work excludes media buying.

KEY MARKETING AND ADVERTISING PROJECTS FOR GEPF

The successful agency will be expected to conceptualise, develop, and implement comprehensive through-the-line marketing and advertising strategies and products in support of the strategic objectives of the GEPF encompassing all products, divisions, programmes, and campaigns including brand building, positioning, and advertising thereof.

Key annual advertising and marketing activities include, but are not necessarily limited to, the following:

- Educational campaigns targeting stakeholders including members, beneficiaries, pensioners, and trade unions.
- Stakeholder engagements including Member and Pensioner roadshows.
- Advertising campaigns in enhancing the GEPF Brand
- Annual Report results marketing, advertising, and PR campaigns
- Trustee election campaign
- Financial Education campaigns
- Reputational measurement and research
- Social media campaigns
- Introduction of AI programme

KEY EVENTS MANAGEMENT PROJECTS FOR GEPF

Key annual events include, but are not necessarily limited to, the following:

- GEPF Annual Thought Leadership Conference
- Stakeholder roundtables
- GEPF Annual Golf Day
- Exhibitions at conferences (Local and international)
- Investment launches
- CSI projects

KEY PUBLIC RELATIONS PROJECTS FOR GEPF

Key annual PR activities include, but are not necessarily limited to, the following:

- Investment Tours (Local and international)
- Media events (Luncheons and cocktail events)
- Media relations (media statements and media interviews scheduling)
- Media training
- Drafting and placing opinion pieces and editorials
- Profiling and speaking opportunities.
- Drafting of social media content
- Crisis management campaigns

1.4. GUIDE TO RESPOND

1.4.1 **Supply Chain compliance documents** - Complete and sign the Standard Bidding Documents included in the RFP.

1.4.2 **Company profile and resources:**

Company profile should clearly reflect the company's relevant experience.

Team members' shortened CVs should be included, reflecting relevant experience.

1.4.3 **Experience of the company:**

✓ Provide below information of 5 clients serviced relevant to this RFP to illustrate the company's experience:

- Client Name;
- Contact person, contact details and business address;
- Contract period;
- Description of project/campaign;
- Value of project/campaign;
- Challenges; and
- Value adds services

✓ Provide the number of accounts/clients retained and lost over the last 3 years.

✓ **Technical proposal**, addressing the services required by the GEPF. The agency/company must be prepared to present its technical proposal to the GEPF evaluation committee for this bid, and answer questions relating to the presentation.

✓ **Understanding of the GEPF**

The technical proposal must include a write-up of not more than 1500 words which includes:

- Understanding of the GEPF Brand and its positioning in its current environment and the challenges facing the GEPF and how these can be addressed

1.4.4 **Skills and knowledge transfer**

Demonstrate the bidder's approach to ensuring skills and knowledge transfer to GEPF staff.

1.4.5 References

Provide 5 signed reference letters on a client's letterhead not older than 3 years. The testimonials must include but not limited to:

- Brief description of services provided relevant to this RFP.
- Quality of service
- Performance

1.4.6 Location

- An agency/company with offices in Johannesburg or Pretoria will be preferable, however if an agency/company does not have offices in the above-mentioned locations they must demonstrate footprint in these locations.

1.5 Pricing

- 1.5.1 Pricing Schedule – billing will be done on work done not a monthly retainer.

2. Evaluation

2.1. EVALUATION CRITERIA

0=unacceptable 1=poor 2=average 3=good 4=very good 5=excellent

Proposals will be evaluated in the following five phases:

Phase	Description
1	Mandatory requirements
2	Technical Evaluation
3	Demonstration/Presentation Evaluation
4	Administrative Compliance
5	Pricing and B-BBEE points claimed (70/30)

Mandatory Requirements: Phase 1	Weight
<ul style="list-style-type: none"> • Technical proposal submission • Attendance of the compulsory virtual briefing session via MS Teams • Pricing proposal submission (In a separate envelope or file from the technical proposal) • Submit valid BBEE certificate and/or affidavit with a minimum of level 3 or higher rating. <p>FAILURE TO COMPLY WITH ANY OF THE ABOVE MANDATORY REQUIREMENTS MAY RENDER YOUR BID UNACCEPTABLE FOR FURTHER EVALUATION</p>	
Functionality: Phase 2 (STAGE 1)	
<p>1. Company Profile and Resources. Provide:</p> <ul style="list-style-type: none"> • Company profile (Company profile with relevant 10 years or more experience will be acceptable) (10). • Indicate range of in-house services provided specific to marketing, PR, and advertising (5). • Relevant Staff complement and organisational structure (More than 10 staff members is acceptable) (5). • Level of expertise of key personnel that will be responsible for the GEPF account, include their qualifications and experience. Key personnel with more than 8 years relevant experience will be acceptable (5), and • A minimum qualification of National diploma in the related field (e.g. media studies, public relations, corporate communications, marketing, and advertising) is acceptable (Include shortened CV) (5). 	30

<p>2. Experience of the company.</p> <ul style="list-style-type: none"> • A schedule of the bidders' experience and proven track record. This must be limited to 5 key clients in the financial sector (e.g. Pension, Retirement, and Investments) (10). • The number of accounts/clients retained and lost over the last 3 years (5). • Technical proposal, addressing the services required by the GEPF which also includes understanding of the GEPF write – up of not more than 1500 words (30). 	45
<p>3. Skills and knowledge transfer Demonstrate the bidder's approach to ensuring skills and knowledge transfer to GEPF staff (15).</p>	15
<p>4. References</p> <ul style="list-style-type: none"> • Provide 3 signed reference letters on a client's letterhead not older than 3 years. The testimonials must include but not limited to: <ul style="list-style-type: none"> ✓ Brief description of services provided relevant to this RFP. ✓ Quality of service ✓ Performance 	10
Functionality Minimum Threshold 70%	
TOTAL	
100	
Demonstration/Presentation: Phase 3	
<p>Agencies/companies who meet minimum qualification functionality of 70% of phase 2 functionality will be required to present its technical proposal to the GEPF evaluation committee for this bid, and answer questions relating to their presentation (100).</p>	100
Minimum qualification on demonstration/presentation 70%.	
Total	
100	
Administrative Compliance: (Phase 4)	
<ul style="list-style-type: none"> • Include a valid SARS certificate/pin number/original tax clearance certificate. • All compulsory standard bidding documents have been properly completed. (SBD documents as attached). • A joint venture agreement in the event of a joint venture proposal. <p>FAILURE TO COMPLY WITH ANY OF THE ABOVE ADMINISTRATIVE REQUIREMENTS MAY RENDER YOUR BID UNACCEPTABLE FOR FURTHER EVALUATION.</p> <p>BIDDERS WHO DO NOT SUBMIT THE REQUESTED DOCUMENTS WILL BE GIVEN A MAXIMUM OF 2 BUSINESS DAYS TO SUBMIT. FAILURE WILL RENDER THEIR BID RESPONSE AS</p>	

UNACCEPTABLE AND TO DISQUALIFICATION.		
Price and Preference: Phase 5 (STAGE 2)		
70/30 Principle	Price.	70
	BBBEE credential level	30
	Total	100
The service provider will be subjected to positive risk assessment and due diligence prior award		

2.2. Disclaimer

The GEPF reserves the right not to appoint any service provider and is also not obligated to provide reasons for the rejection of any proposal whilst the process is still underway of finalising.

The GEPF reserves the right not to appoint the highest scoring Bidder based on objective criteria, that may include the results of the due diligence and risk assessment process where one is planned to be undertaken by GEPF.

The shortlisted bidders will be subjected to a due diligence and risk assessment exercise. The outcome of these exercises will influence the conclusion of the bidding process and may affect the final recommendation to award.

Risk assessment will be conducted by an outsourced service provider with a mandate from the GEPF, which will focus on, but not limited to company history, financial information, directors of the company, business interest, any judgement against the company or directors, etc.

The due diligence will be based on the verification of information contained in the bidder's proposal and the bidders accept that the information provided in its bid is accurate.

The contract period is for five (5) years, however the GEPF reserves the right to review the contract after three (3), if the appointed service provider does not perform according to the agreed service level agreement (SLA).

2.3. Enquiries

NOTE: Only the companies that attended the compulsory briefing session will be eligible to enquire and submit proposals for this bid.

General enquiries:

Ms Nokwanda Shoba

SCM Specialist

E-mail: Tenders@gepf.co.za

Annexure A

(GEPF)

SCM

Standard Bid Document

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVERNMENT EMPLOYEES PENSION (GEPF)					
BID NUMBER	04/2024	CLOSING DATE	09 APRIL 2024	CLOSING TIME	12:00
DESCRIPTION	Marketing, Advertising and Public Relations Services				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
34 HAMILTON STREET					
ARCADIA					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO		
CONTACT PERSON	NOKWANDA SHOBA		CONTACT PERSON	NOKWANDA SHOBA	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tenders@gepf.co.za		E-MAIL ADDRESS	Tenders@gepf.co.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	
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		BBBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

A BBBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs (CERTIFIED COPY)) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR BBBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> Yes <input type="checkbox"/> 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. 1.2. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.3. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.4. THIS BID IS SUBJECT TO THE GEPF SUPPLY CHAIN MANGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.5. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 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. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 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 IS SIGNED:

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

DATE:

SBD3.1

PRICING SCHEDULE – FIRM PRICES

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: GEPF 04/2024
Closing Time 12:00 pm on 09 APRIL 2024	

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

PRICES MUST BE QUOTED AS A DETAILED FEE STRUCTURE IN THE FOLLOWING FORMAT:

Department /Resource required	Rate per hour	Daily Rate
<u>Account Management</u>		
<u>Events Management</u>		
<u>Creative Management</u>		
<u>Public Relations Management</u>		
<u>Production Management</u>		
<u>Social media Management</u>		
<u>Research Management</u>		
<u>Other Departments</u>		
Total Costs		
<i>Note: An annual inflation related increase is applicable to this pricing.</i>		

All prices must be in South African Rands (ZAR) including VAT.

Required by: GEPF
 At: 34 Hamilton Street
 Arcadia
 Pretoria

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

.....
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
 aware of any relationship (family, friend, other) between
 any other bidder and any person employed by the state
 who may be involved with the evaluation and or adjudication
 of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Peral Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. Failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012)3265445.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....

.....

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe* seprohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take allreasonable steps to prevent abuse of the supply chain management system and authorizes accountingofficers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(BidNumber and Description) in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect: I certify, on behalf of:

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Annexure B

(GEPF)

SCM

Special Conditions of Contract

Special Condition of Contract

General Notes

The purpose of this Special Conditions of Contract (SCC) is to:

- (i) Draw special attention to certain special conditions applicable to Bids, Contracts, Agreements and Orders of the Government Employee Pension Fund (GEPF); and
- (ii) To ensure that all bidders are familiar with the special provisions, requirements and conditions that will be applicable in the undertaking of the project, and which will form part of the contract documentation and of which due cognisance must be taken in the bidding process.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract (GCC) also forms part of all bidding documents and must be read in conjunction with this Special Conditions of Contract.

Whenever there is a conflict between the GCC and the SCC, the provisions in the SCC shall prevail.

1.1. Bid Submission

- 1.1.1. Bidders will be permitted to submit bids by:
Hand: 34 Hamilton Street, Arcadia, Pretoria
- 1.1.2. Closing Date: **09 April 2024**
- 1.1.3. Closing time: **12:00 pm**

1.2. Validity of Bids

- 1.2.1. Bidders are required to submit bids valid for 120 days.

1.3. Compulsory briefing session

- 1.3.1. A compulsory briefing session will be held on 19 March 2024 @ 14:00pm. Non-attendance of compulsory briefing session will render the bid non-responsive.

1.4. Two-stage Bidding

- 1.4.1. For this bid a two-stage bidding procedure will be used, under which first un-priced technical proposals on the basis of a conceptual design or performance specifications are invited. The price proposal will only be considered after the technical proposal has been confirmed as being competent and compliant.
- 1.4.2. Bidders are requested to submit their proposal in separate envelopes, with the technical proposal separated from the price proposal (SBD3.1) should be in a separate envelope constituting the pricing proposal.
- 1.4.3. A minimum number of **three** (3) (1 original and 2 copies) copies of the technical proposal are required as well as **three** (3) copies (1 original and 2 copies) of the pricing proposal in a separate envelope and **one** (1) electronic copy of technical proposal on memory stick.

1.5. Late Bids

- 1.5.1. Bids received after the time stipulated will not be considered. Late bids will be posted back to the bidder un-opened.

1.6. Clarification or Alterations of Bids

- 1.6.1. Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids.
- 1.6.2. Requests for clarification needed to evaluate bids and the bidder's responses should be made in writing.

1.7. Completeness of Documentation

- 1.7.1. It will be ascertained whether bids:
 - a. Include original tax clearance certificates.
 - b. Have been properly signed and completed.
 - c. Are substantially responsive to the bidding documents.
 - d. Are generally in order.
- 1.7.2. If a bid is not substantially responsive, that is, it contains material deviations from or reservations to the terms, conditions and specifications in the bidding documents, it will not be considered further.
- 1.7.3. The bidder will not be permitted to correct or withdraw their proposals once they have been submitted unless upon the request by the GEPF.

1.8. Rejection of all Bids

- 1.8.1. GEPF reserves the right to reject of all bids if and when deemed necessary. This is justified when there is lack of effective competition, or bids are not substantially responsive.

1.9. Associations between Consultants

- 1.9.1. Consultants are encouraged to associate with each other to complement their empowerment credentials and their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any assignment) or for a specific assignment. The association may take the form of a joint venture or a sub consultancy.

The service provider will be subjected to positive risk assessment prior award.

Annexure C

(GEPF)

General Conditions of Contract

General Conditions of Contract

GEPF PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this Annexure is to:

- i. Draw special attention to certain general conditions applicable to GEPF bids, contracts and orders; and
 - ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with GEPF.
- In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
 - The General Conditions of Contract will form part of all bid documents and may not be amended.
 - Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid if applicable and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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13. Incidental services
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15. Warranty
16. Payment
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18. Contract amendments
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21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public employee in the procurement process or in contract execution.
- 1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its GEPP and encouraged to market its products internationally.
- 1.6. **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **“Day”** means calendar day.
- 1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10. **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14. **“GCC”** means the General Conditions of Contract.
- 1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an employee written order issued for the supply of goods for works or the rendering of a service.
- 1.20. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written”** or **“in writing”** means handwritten in ink or any form of 96 electronic or mechanical writing.

2. APPLICATION

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1. 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.
- 3.2. With certain exceptions, invitations to bid are only published in the State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.employee.gov.za.

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

- 5.1. 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.
- 5.2. 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.
- 5.3. 3 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.
- 5.4. 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.

6. PATENT RIGHTS

- 6.1. 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.

7. PERFORMANCE

- 7.1. 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.
- 7.2. 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.

- 7.3. 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:
- 7.3.1. 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
 - 7.3.2. a cashier's or certified cheque
- 7.4. 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.

8. PAYMENT

- 8.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 8.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 8.3. 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.
- 8.4. Payment will be made in Rand unless otherwise stipulated in SCC.

9. PRICES

- 9.1. 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.

10. DELAYS IN THE SUPPLIERS PERFORMANCE

- 10.1. 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.
- 10.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding 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 and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 10.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authorities.
- 10.4. 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.

- 10.5. 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 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 10.6. Upon any delay beyond the delivery period in the case of supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a 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.

11. PENALTIES

- 11.1. 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.

12. TERMINATION FOR DEFAULT

- 12.1. 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:
- a.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;
 - b.if the Supplier fails to perform any other obligation(s) under the contract; or
 - c.if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 12.2. 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 performance of the contract to the extent not terminated.

13. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 13.1. 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.

14. FORCE MAJEURE

- 14.1. 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 failure to perform his obligations under the contract is the result of an event of force majeure.
- 14.2. 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.

15. TERMINATION FOR INSOLVENCY

- 15.1. 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.

16. SETTLEMENT OF DISPUTES

- 16.1. 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.
- 16.2. 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.
- 16.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 16.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 16.5. Notwithstanding any reference to mediation and/or court proceedings herein,
- a. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - b. the purchaser shall pay the supplier any monies due the supplier.

- 16.6. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

17. LIMITATION OF LIABILITY

- 17.1. 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.
- 17.2. 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.

18. GOVERNING LANGUAGE

- 18.1. 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.

19. APPLICABLE LAW

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

20. NOTICES

- 20.1. 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.
- 20.2. 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.

21. TAXES AND DUTIES

- 21.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 21.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 21.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, GEPP 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.