

Government Employees Pension Fund (GEPF)

Request for proposal (RFP) for the appointment of a Software Service Provider to provide an Enterprise Resource Planning (ERP) Solution for a period of five years (three +1 +1). The GEPF reserves the right to renew the contract with another two years, subject to a satisfactory performance assessment at the end of year three.

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1. Terms of Reference

1.1. Overview

The Government Employees Pension Fund (GEPF) is Africa's largest pension fund, with 1 273 125 active members and 450 322 pensioners and beneficiaries as at 31 March 2018. We have more than R1,8 trillion in assets under management and are the single largest investor in Johannesburg Stock Exchange-listed (JSE) companies. 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 and during situations of need 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, including all national and provincial government departments and the South African National Defence Force and Intelligence Community. The GEPF staff complement is 90, with a possibility of increasing to 100. The GEPF has a footprint in all 9 provinces within South Africa, and is committed to the effective and efficient provision of benefits to members, pensioners and beneficiaries.

1.2. Purpose

The Board of Trustees of the GEPF is seeking to appoint a software provider to supply licenses and implement a software solution that will operate and assist in integrating applications to manage the business operations and performance. The system needs to take over most currently manual processes and be automated to promote efficiency effectiveness and productivity. The aim is to reduce turnaround times internally to ensure that quick and vital decision-making is done by the organization.

GEPF currently has an outsourced ERP solution and the intention is to have the ERP system in-house supported and maintained by the supplier of the software for a period of 36 months with an option to extend for an additional 24 months.

1.3. Scope of Work

Proposals that are being requested through this RFP for an ERP system solution providing the following functionality:

**FINANCIAL MANAGEMENT
REQUIREMENTS**

Accounting Capabilities

The system must be able to do all accounting transactions i.e. (accounting for invoices, credit note, debit note, etc)

Uploading/ processing journal Entries

Posting of journal entries

System should be able to process bank feeds

System should be able to send remittance advices directly to suppliers/service providers

Financial reports per Business Unit

Ability to interpret final trial balance to financial statement format

Able to capture budgets and forecasts

Reports of all transactions such as (Budget variances, Reconciliations, Trial Balance, Age Analysis, General Ledger per business unit)

Ability to produce consolidated management accounts as well as for each business units and functions

Management accounts should entail comparison of actual expenditure to budgeted/project expenditure for current period (one month only), year to date period and also forecast period

Ability to produce variances in values and percentage form

Option to upload Excel or CSV files for journal entries, budgets and forecasts.

Ability to export financial reports (general ledger (GL) dump, trail balance, etc) in excel or CSV file

Ability to drill down trial balance items to GL, to sub GL and to journal entries

System should disallow processing of transactions (budgets, journal entries, etc) in a closed off period

Closed off period should only be opened upon special request by a relevant person

System to only allow processing of balancing transactions

Trial balance should balance

Exception reports on unbalancing transactions

General Ledger, All sub-ledgers, Accounts Payable, Accounts Receivable, Purchase Orders, Vendor relationship/Workflow and Cashbook and Bank reconciliation

Tax Management Capabilities

Ability to capture the VAT types (Input, output VAT, exempt suppliers etc.)

Provide reports of tax i.e. VAT 201, EMP501, PAYE

Summary of Vat transactions

Asset Management Capabilities

Ability to generate asset ID numbers for new assets in a sequence (Asset ID) i.e CE00123; CE00124; CE00125

Ability to load asset useful life and updated useful life

Ability to accommodate the use of different depreciation methods , ability to apportion the depreciation using numbers of days as well as months.

Assets reconciliation with the general ledger

Assets reconciliation to agree to the general ledger (integration of the fixed asset and GL)

	<p>Asset tracking report, this report will be used to do asset verification. This is the report without transactions</p> <p>Asset register report outlining the following: location, user, barcode/serial number, depreciation amount, useful life remaining and carrying value</p>
<p>SUPPLY CHAIN MANAGEMENT REQUIREMENTS</p>	<p>Supplier database</p>
	<p>Ability to add new vendors and updating information as and when required</p>
	<p>Ability to accommodate compliance requirements: BBBEE and Tax</p>
	<p>Ability to verify vendor banking details via CSD or SARS</p>
	<p>Ability to specify service types for each vendor</p>
<p>Ability to produce database reports (service types, ownership, BBBEE, etc.)</p>	
<p>Ability to assign user rights for segregation of duties</p>	
<p>Procurement</p>	
<p>Tender Bid Management – Ability to log RFP calls, update them after every milestone, upload tender documents and extract reports of open and closed tenders</p>	
<p>Ability for requesters to log RFQ calls</p>	
<p>Ability to closed open calls once quotations have been received</p>	
<p>Ability to attached documents/quotes received (system to have enough space to accommodate documents/quotes received)</p>	
<p>Ability to track and escalate open RFQ calls as per turnaround time provided</p>	
<p>The system to have sufficient space for the specification to be fully captured</p>	
<p>Ability to import and export documents in PDF, CSV, Excel, JPG, etc.</p>	

Ability to extract reports in Excel, CSV, etc.

Ability to capture purchase requisitions

Ability to capture approval routing for requisitions as per the delegation of authority

System should be able to set controls of approvals from 1st approver at all times as per delegation of authority

System to send out alerts to requisition approvers once requisition has been raised

System should have the ability to attach CSV, Excel, PDF files, etc whilst raising a requisition

System to be able to generate purchase orders

Ability to capture approval routing for purchase orders as per the delegation of authority

System should be able to set controls of approvals from 1st approver at all times as per delegation of authority

System to send out alerts to purchase order approvers once purchase order has been generated

Functionality to send Purchase orders directly to suppliers/service providers

System to be able to produce procurement reports i.e. Open Order Report, Conversion of requisitions to purchase orders report, requisition and purchase order approval report, receipting days report

System to have the ability to receipt open purchase orders (confirming delivery of purchase order)

Contract Management

Ability to capture and maintain service level agreements (SLAs)

Functionality to present SLA by business units

Functionality to send out alerts prior to contract's expiry dates

	<p>Ability to set up reminder dates prior to contract expiry date</p> <p>Ability to extract report of contracts in excel format</p> <p>Ability to attach/upload SLAs/contracts using PDF format</p> <p>System to have enough space to accommodate uploading of SLA/contract documents</p>
<p>HUMAN RESOURCES REQUIREMENTS</p>	<p>Personnel Management</p>
	<p>Performance management</p> <p>Administrator with rights to “open and close” the system throughout the different phases in line with entity policy dates</p> <p>Customised templates in line with entity templates</p> <p>Contracting capability</p> <p>Interim review capability</p> <p>Final assessment capability</p>
	<p>Labour Relations/ Employee Relations</p> <p>Capture the nature of the case (disciplinary or grievance process)</p> <p>Ability to type details of the case (charges/ nature of grievance)</p> <p>Status updates functionality (initiation, investigation, hearing, outcome, appeal, CCMA etc)</p> <p>Document upload functionality (evidence documents, registers, investigation report)</p> <p>Alert for suspensions</p>

Employee self-service (ESS/MSS)

Ability to configure entity leave rules

Leave application and deletion functionality

Leave forfeiture in line with BCEA

Team leave overview capability

Management ability to view subordinate's leave records

Alerts/ escalation functionality for unattended leave requests

High quality e-payslips (download and print functionality)

IRP5 viewing and printing functionality

Feeds into Payroll leave management system

Employee self-service functionality to download confirmation of employment letters (for purposes of school admissions, credit applications and visa applications)

Talent Management (Training and Development, and Succession Planning)

Personal development plans capturing functionality (each employee to have ability to capture and line management with approving rights)

Administrator functionality to capture learning and development interventions

Ability to run reports (gender, race, disability, training intervention, NQF levels, cost, duration occupational level etc)

Succession planning tracking and reporting

	<p>Leave Management</p> <p>Employee leave overview in line with entity leave rules</p> <p>Customised leave reporting (variance reports, sick leave, annual leave, family responsibility leave etc)</p> <p>Integration with ESS/MSS</p> <hr/> <p>Payroll</p> <p>Employee Records</p> <ul style="list-style-type: none"> - Employee personal details record functionality - Next of kin contacts functionality - Role details functionality (job title, grade, remuneration- basic salary, allowances, employer contributions, total cost to company) - Benefits administration (Provident fund, pension fund, Medical aid, etc) <p>Variance report (month to month comparison)</p> <p>PAYE calculations</p> <p>Tax certificates and IRP5 reconciliations</p> <p>Integration of all HR modules</p> <p>Ability to have a standard template, that can be customised using multiple employee details from an excel spreadsheet (e.g. salary increase letters, performance bonus letters etc)</p>
<p>OTHER REQUIREMENTS</p>	<p>Integrated reports</p> <p>System Integration Services</p> <p>System Training</p> <p>Import and Export to excel, CSV, PDF etc.</p> <p>Segregation of duties/delegation of authority</p>

	<p>The system should have the capabilities to be hosted as software as a service (SAAS) or cloud (within the borders of South Africa) or hosted within GEPF environment.</p> <p>Maintenance and Support Service</p>
<p>APPROPRIATE INFORMATION SECURITY FUNCTIONALITIES TO INCLUDE</p>	<p>Must ensure the confidentiality, integrity and availability of information during processing, at rest and during transmission.</p> <p>Must provide audit logs recording critical employee activities, exceptions and information security events.</p> <p>Access must be managed via the active directory single sign on.</p> <p>Must provide role based access to reduce the risk of unauthorised, unintentional or intentional view of information assets</p> <p>Must provide and implement software patches or updates for the software to protect against malicious codes.</p> <p>The system should provide disaster recovery capabilities.</p> <p>Regular maintenance which includes the necessary software patches.</p> <p>The solution must have error logging capabilities.</p>

1.4. Deliverables

The key deliverables and outputs expected from the software solution are as follows:

- i. A software solution that has been provided and implemented by the service provider;
- ii. The software solution provider should provide software support and maintenance for a period of five years ;
- iii. The software solution provider should provide training, guidance and support to GEPF staff where needed;
- iv. Built in functions that are integrated with excel;
- v. Ability to load and retrieve data from the GEPF SQL server;
- vi. Ability to extract data from various sources including excel, pdf, etc.;
- vii. Ability to facilitate automation of reports and dashboards;
- viii. The software solution should have appropriate security functionalities/ features;
- ix. In addition, the service provider should provide:
 - x. A skill transfer plan for the system administrators and Financial Accountant, Financial Manager and all other relevant people involved;
 - xi. A detailed project plan for the implementation of the software;
 - xii. A pro-forma service level and escalation matrix;
 - xiii. A provide monthly service level reports.

1.5. Required Competencies

The software solution provider should endeavour to deliver the software solution with the requisite level of skill, integrity and professional competence at all times. The software solution provider must demonstrate:

- i. Knowledge and understanding of information technology in the enterprise resource planning space;
- ii. Knowledge and proficiency of various frameworks applicable to enterprise resource planning;
- iii. Technical proficiency in software solution systems;
- iv. Knowledge and understanding that is necessary to implement a software solution system;
- v. Knowledge and understanding that is necessary to maintain and advise on the software solution system;

1.6. Duration of Appointment

The service provider should have the capability to provide the software, licensing, support and maintenance of ERP solution for a period of three (3) years (36 months) with an option to extend for a period of twenty four (24) months based on performance.

1.7. Service Provider fees

The agreement will consider (but may not be limited to):

- i. The standard fee structures of the software.
- ii. Out of pocket expenses including travelling and/ or overheads
- iii. Training, education and skills transfer.
- iv. Support and maintenance.
- v. All fees quoted must include VAT.

1.8. Contractual Obligations

- i. The service provider contract will be entered into between the GEPF and the service provider, and reporting on the progress and implementation of the software will be made to the GEPF.

2. Evaluation Criteria

The service provider should render the software services with the highest level of skill, integrity and professional competence. Responses to this RFP will be evaluated based upon the four stage criteria outlined in the table below.

Stage one of the evaluation will comprise of the compliance checks referred to in this document under Special Conditions of Contract prior to determining the functionality score.

2.1. Evaluation Criteria

1= poor 2= below average 3= average 4 = good 5 = excellent

Item No.	Evaluation Criteria Item – Stage One :	Weight
	Administrative Compliance	
A	<ul style="list-style-type: none"> • Include a SARS certificate/pin number/ tax clearance certificate. • All compulsory standard bidding documents have been properly completed. • A joint venture legal 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>	
Item No.	Evaluation Criteria Item – Stage Two :	Weight
B	Functionality	100
	Company experience in providing the licensing, support and services for the proposed software solution: <ul style="list-style-type: none"> • At least 8 years in providing the Financial management and payroll solution (5) • At least 5 years in providing the Supply Chain Management Solution (5) • At least 5 years in providing Human resource solutions including ESS and MSS (5) 	15
	Relevant Skills, qualifications, knowledge and experience of at least 5 years. <ul style="list-style-type: none"> - Human Resources software solution (5) - Payroll software solution Financial Management software solution (5) - Supply Chain management software solution support experience (5) qualifications and CV's of the team dedicated to the GEPF and the project implementation team	15
	Minimum of 3 positive signed reference letters from clients not older than 3 months relating to ERP System supply, implementation and support & maintenance.	5
	Project management implementation methodology and project plan (involving: planning, timelines, resourcing, risk and contingency strategies, as well as implementation/execution)	10

	Finance & Assets Software Functionality <ul style="list-style-type: none"> • Journal entries • VAT processing and reports • Asset management (Property, Plant and Equipment) • Management accounting (budget, projections, variance report etc) 	15
	Supply Chain Management Software Functionality <ul style="list-style-type: none"> • Supplier database • Procurement • Contract Management 	15
	Human Resources Software Functionality <ul style="list-style-type: none"> • Payroll • Performance management • Talent management (Training and Development and succession planning) • Employee relations • Employee Self-service (ESS)/Manager Self-service(MSS) and Leave Management 	15
	Other Requirements <ul style="list-style-type: none"> - System integration - Training, maintenance & support - Import and Export to excel, CSV, PDF etc, - Segregation of duties/delegation of authority - Capability to host software as SAAS or cloud base (within the borders of SA) or hosted within GEPF environment - Be capable to connect from a wide range of end-user devices (computers, tablets and phones) - Escalations and reminders 	5
	Security features	5
	NB: Minimum qualification of 70% on functionality	
Item No	Evaluation Criteria Item – Stage Three :	Weight
C	Demonstration	100
	Demonstration of integration capability	10
	User-friendly software	10
	Demonstration of Software Security features	10
	Demonstration of Supply Chain Management Module	20
	Demonstration of Financial Accounting Module	20
	Demonstration of Human Resources Module	20
	Reports provided by the system	10
		NB: Minimum qualification of 70% on demonstration
Item No.	Evaluation Criteria Item – Stage Four :	Weight
D	Price	70
	BBBEE status level	30
	Total	100

2.2. Enquiries

Enquiries must be submitted by 11 September 2020 at 12h00 pm.

General enquiries:

Mr William Ramoroka

SCM Assistant Manager

E-mail: William.ramoroka@gpaa.gov.za

3. Guide to responses

A. Administrative Compliance

- Include a SARS certificate/pin number/ tax clearance certificate.
- All compulsory standard-bidding documents have been properly completed (SBD documents).
- A joint venture legal agreement in the event of a joint venture proposal.

FAILURE TO COMPLY WITH ANY OF THE ABOVE ADMINISTRATIVE REQUIREMENTS MAY RENDER YOUR BID UNACCEPTIBLE FOR FURTHER EVALUATION.

B. Functionality:

1. Experience in providing the licensing, support and services for the proposed software solution.
 - At least 8 years in providing the Financial management and payroll solution
 - At least 5 years in providing the Supply Chain Management Solution
 - At least 5 years in providing Human resource solutions including ESS and MSS
 - At least 3 Signed Letters of recommendation/reference from clients not older than 3 months for prior ERP system implemented and deployed
2. Relevant Skill - qualifications and CV's of the team dedicated to the GEPF and the overall team
 - Bidders must demonstrate skill in providing, implement and advising on ERP software solutions;
 - Qualification, skills, relevant expertise and experience of the proposed team will be considered. Points will also be awarded for the years of experience in the relevant project related field.
 - Qualification and relevant experience of the proposed team leader and supporting staff. Indicate years of experience in the relevant project related field and specialisation.
3. Project management implementation methodology and project plan
 - Sound planning will be considered
 - Efficient execution
4. Software Functionality:
 - Finance & Assets:
 - At least demonstrate the ability to process accounting transactions (invoices, bank reconciliations/bank feeds, variance reports, capture budgets, credit note, debit note, journals), VAT 201 (Input, Output, Exempt, Zero rated)

- Ability to process assets from date of purchase, be able to run depreciation daily, monthly and annually, (Capitalisation, disposals, PPE reconciliation)
- Supply Chain Management
 - Supply database – Capturing and uploading of new vendor details on the system e.g. Banking details, Company certificate of registration, BBBEE levels and Tax documents
 - Procurement – Demand and acquisition: Ability to capture purchase requisition, generation of purchase orders, approval routing for requisitions and purchase orders, reports available under the module and ability to uploading of documents on transactions being processed
 - Contract Management – Ability to capture concluded contracts, produce reports/contract register, sends out alerts for contracts coming to an end in 3 to 6 months, Highlight expired contracts not updated and ability to upload documents supporting the contracts concluded
- Human Resources
 - Performance management- ability to cascade contracts from manager to employee, and employee to manager. Interim and final year assessment capability. Administrator rights to open and close system. Status reports of process and alerts of outstanding and finalised contracts and assessments.
 - Training and Development: Ability to capture personal training needs. Consolidated report of submitted training needs (per department). Capturing of training interventions, NQF levels, institution, cost attached and EE data. Succession planning capability.
 - Employee relations - Capture the nature of the case and the status update. Document uploading and audio upload. Suspension capturing and interval alerts of time remaining before finalising matter.
 - ESS/MSS (Leave Management)- leave application, update/amendment and deletion functionality before leave approval. Once leave approved, deletion/amendments/updates to be approved by manager. Real time integration of system with payroll system. Downloading and printing of e-payslips (with leave balances and expiry date) and IRP5s. Administrator and Manager alerts and escalation of unattended requests after 5 days. Ability to attach supporting documents and notification if documents not supported. Monthly reports of “hanging” leave requests. Team leave calendar overview on MSS. Ability to upload documents and to export on Excel and PDF.
 - Payroll - Employee personal records capturing with upload of supporting documents option. Benefits administration in line with entity rules (medical aid and pension fund). Leave records. Integration with ESS/MSS and Finance system. Import and export on excel and PDF. Administrator capturing rights and viewing rights for Finance.
 - Variance report (month to month comparison)
 - PAYE calculations
 - Tax certificates and IRP5 reconciliations
 - Integration of all HR modules

5. Security features

- Access control feature
- Access must be managed via the active directory single sign on.
- Software updates and security patches.

C. Demonstration:

1. Proven extensive BI integration capability

- Demonstrate developed BI capability and integration. Years of functionality implementation important.
2. User-friendly software
 - Demonstrate efficiency and efficacy of use of the system.
 - Demonstrate ease of navigation and intuitiveness of the system.
 3. Demonstration of Software Security features
 - Access control feature
 - Audit log recording capability
 - Software updates and security patches
 4. Demonstration of Supply Chain Management Module
 5. Demonstration of Financial Accounting Module
 6. Demonstration of Human Resources Module
 7. Reports provided by the system
 - Financial management
 - Balancing trial balance in pdf,excel and csv
 - Mapping of the Trial balance to the Financial statements
 - Exception reports for unbalancing transactions
 - Asset register list with sequential numbering
 - GL dump with details
 - Details of users who loaded a journal and authorised the general ledger
 - Budget variance reports
 - Budget Report
 - VAT reports
 - Payroll
 - Monthly Variance report
 - Tax calculation in excel
 - EMP201
 - Supply Chain Management
 - Supplier Database reports, that give BBBEE levels and other vendor information
 - Open Requisitions and orders report
 - Approver & Buyer Efficiency report
 - Spending report by cost centres
 - Tender Reports (Open and closed tender details)
 - Contract register (Expired and Active contracts)
 - Human Resources
 - Customised employee report (race, gender, job title, occupational level, start date, basic salary, date of birth, ID number, cost to company package, benefits and allowances paid etc.)
 - Leave reporting (unattended and approved leave)
 - Labour relations reporting
 - Training needs and training intervention reporting
 - Performance management reporting (outstanding contracts/reviews, completed contract/ reviews)

Annexure A

(GEPF)

SCM

Standard Bid Document

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVERNMENT PENSION ADMINISTRATION AGENCY (GPAA)						
BID NUMBER	GEPF 08/2020		CLOSING DATE	30 September 2020	CLOSING TIME	12:00
DESCRIPTION	REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A SOFTWARE SERVICE PROVIDER TO PROVIDE A ENTERPRISE RESOURCE PLANNING SOFTWARE SOLUTION.					
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	WILLIAM RAMOROKA		CONTACT PERSON	WILLIAM RAMOROKA		
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	William.ramoroka@gpaa.gov.za		E-MAIL ADDRESS	William.ramoroka@gpaa.gov.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) 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]
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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 PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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 08/2020
Closing Time: 12:00 pm	

OFFER TO BE VALID FOR 240 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1	1	Software costs: modules, configuration, platforms, etc.	R
2	1	Installation & Implementation and taking over information from current system being utilized	R
3	1	Training on Software	R
4	1	Fixed cost: Annual license, support and software maintenance fee year 1(VAT Inclusive)	R
5	1	Fixed cost: Annual license, support and software maintenance fee year 2 (VAT Inclusive)	R
6	1	Fixed cost: Annual license, support and software maintenance fee year 3 (VAT Inclusive)	R
7	1	Fixed cost: Annual license, support and software maintenance fee year 4 (Escalation percentage, VAT Inclusive)	%
8	1	Fixed cost: Annual license, support and software maintenance fee year 5 (Escalation percentage, VAT Inclusive)	%
9	1	Variable cost: Annual license, support and software maintenance fee year 1(VAT Inclusive)	R
10	1	Variable cost: Annual license, support and software maintenance fee year 2 (VAT Inclusive)	R
11	1	Variable cost: Annual license, support and software maintenance fee year 3 (VAT Inclusive)	R
12	1	Variable cost: Annual license, support and software maintenance fee year 4 (Escalation percentage, VAT Inclusive)	%
13	1	Variable cost: Annual license, support and software maintenance fee year 5 (Escalation percentage, VAT Inclusive)	%

Further details of the proposed fee structure can be attached, over and above the information given in the above table.

All prices must be in RSA currency including VAT.

Required by:

GPAA

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.

.....

.....

.....

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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 70/30 system for all requirements irrespective of Rand value (all applicable taxes included)

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) The 70/30 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	70
B-BBEE STATUS LEVEL OF CONTRIBUTOR	30
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 70/30 PREFERENCE POINT SYSTEMS

A maximum of 70 points is allocated for price on the following basis:

70/30

$$P_s = 70 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (70/30 system)
1	30
2	26
3	22
4	18
5	14
6	10
7	6
8	3
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 30 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		

OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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

.....
Position

.....
Name of Bidder

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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number 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: _____ that:

(Name of Bidder)

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

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: 30 September 2020

1.1.3. Closing time: 12:00 pm

1.2. Validity of Bids

1.2.1. Bidders are required to submit bids valid for 240 days.

1.3. Compulsory Briefing

There will be no compulsory briefing meeting.

1.4. Four-stage Bidding

a) Administrative Compliance

- Submission of SARS certificate/pin number/ tax clearance certificate. All compulsory standard bidding documents have been properly completed
- A joint venture legal agreement in the event of a joint venture proposal

Failure to comply with any of the above administrative requirements may render your bid unacceptable for further evaluation.

b) Functionality

- Unpriced technical proposals on the basis of a conceptual design or performance specifications are invited.
- Bidders are required to submit reference letters from at least three clients , attesting to excellence of professional services rendered in the past two financial years.
- Bidders are requested to submit their proposal in separate folders/envelopes, with the technical proposal separated from the price proposal.
- A minimum number of **one** (1) original hard copy and five (5) electronic copies on memory sticks, of the technical proposal are required.

c) Demonstration

Demonstration to be conducted virtually to cover the following:

- Demonstration of integration capability and reporting
- User-friendly software
- Demonstration of Software Security features

Demonstration of all modules required as per evaluation criteria

d) Price

The price proposal will only be considered after the technical proposal has been confirmed as being competent and compliant.

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1	1	Software costs: modules, configuration, platforms, etc.	R
2	1	Installation & Implementation and taking over information from current system being utilized	R
3	1	Training on Software	R
4	1	Fixed cost: Annual license, support and software maintenance fee year 1(VAT Inclusive)	R

5	1	Fixed cost: Annual license, support and software maintenance fee year 2 (VAT Inclusive)	R
6	1	Fixed cost: Annual license, support and software maintenance fee year 3 (VAT Inclusive)	R
7	1	Fixed cost: Annual license, support and software maintenance fee year 4 (Escalation percentage, VAT Inclusive)	%
8	1	Fixed cost: Annual license, support and software maintenance fee year 5 (Escalation percentage, VAT Inclusive)	%
9	1	Variable cost: Annual license, support and software maintenance fee year 1(VAT Inclusive)	R
10	1	Variable cost: Annual license, support and software maintenance fee year 2 (VAT Inclusive)	R
11	1	Variable cost: Annual license, support and software maintenance fee year 3 (VAT Inclusive)	R
12	1	Variable cost: Annual license, support and software maintenance fee year 4 (Escalation percentage, VAT Inclusive)	%
13	1	Variable cost: Annual license, support and software maintenance fee year 5 (Escalation percentage, VAT Inclusive)	%

1.5. Ownership of Data

- The GEPF shall remain the sole owner of the data within the software.
- Upon termination, the service provider must provide GEPF with all data in a usable format.
- The service provider must provide the data termination certificate (DTC).

1.6. Late Bids

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

1.7. Clarification or Alterations of Bids

1.7.1 Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids.

1.7.2 Requests for clarification needed to evaluate bids and the bidder's responses should be made in writing.

1.8. Completeness of Documentation

- 1.8.1. 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.

1.8.2. 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.

1.8.3. The bidder will not be permitted to correct or withdraw material deviations or reservations once bids have been opened.

1.9. Rejection of all Bids

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.

1.10. Associations between Consultants

1.10.1. 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 particular assignment) or for a specific assignment. The association may take the form of a joint venture or a sub consultancy.

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
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
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. 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. INSPECTIONS, TESTS AND ANALYSES

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 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.
- 8.3. If there is 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 Energy Board concerned.
- 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.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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 which 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.
- 8.8. 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.

9. PACKING

- 9.1. 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.
- 9.2. 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.

10. DELIVERY OF DOCUMENTS

- 10.1. 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.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

11. INSURANCE

- 11.1. 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.

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d. 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
 - e. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. 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.

14. SPARE PARTS

- 14.1. 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:
- a. 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
 - b. in the event of termination of production of the spare parts:
 - i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

- 15.1. 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.
- 15.2. 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.
- 15.4. 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.
- 15.5. 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.
- 15.6. 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.

16. PAYMENT

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. 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.
- 16.3. 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.

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

17. PRICES

17.1. 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.

18. CONTRACT AMENDMENTS

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

19. ASSIGNMENT

19.1. 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.

20. SUBCONTRACTS

20.1. 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.

21. DELAYS IN THE SUPPLIERS PERFORMANCE

21.1. 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.

21.2. 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.

21.3. 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.

21.4. 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.

21.5. 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.

- 21.6. 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.

22. PENALTIES

- 22.1. 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.

23. TERMINATION FOR DEFAULT

- 23.1. 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.
- 23.2. 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.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 24.1. 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.

25. FORCE MAJEURE

- 25.1. 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.

- 25.2. 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.

26. TERMINATION FOR INSOLVENCY

- 26.1. 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.

27. SETTLEMENT OF DISPUTES

- 27.1. 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.
- 27.2. 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.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. 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.
- 27.6. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

28. LIMITATION OF LIABILITY

- 28.1. 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.
- 28.2. 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.

29. GOVERNING LANGUAGE

- 29.1. 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.

30. APPLICABLE LAW

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

31. NOTICES

- 31.1. 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.
- 31.2. 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.

32. TAXES AND DUTIES

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