

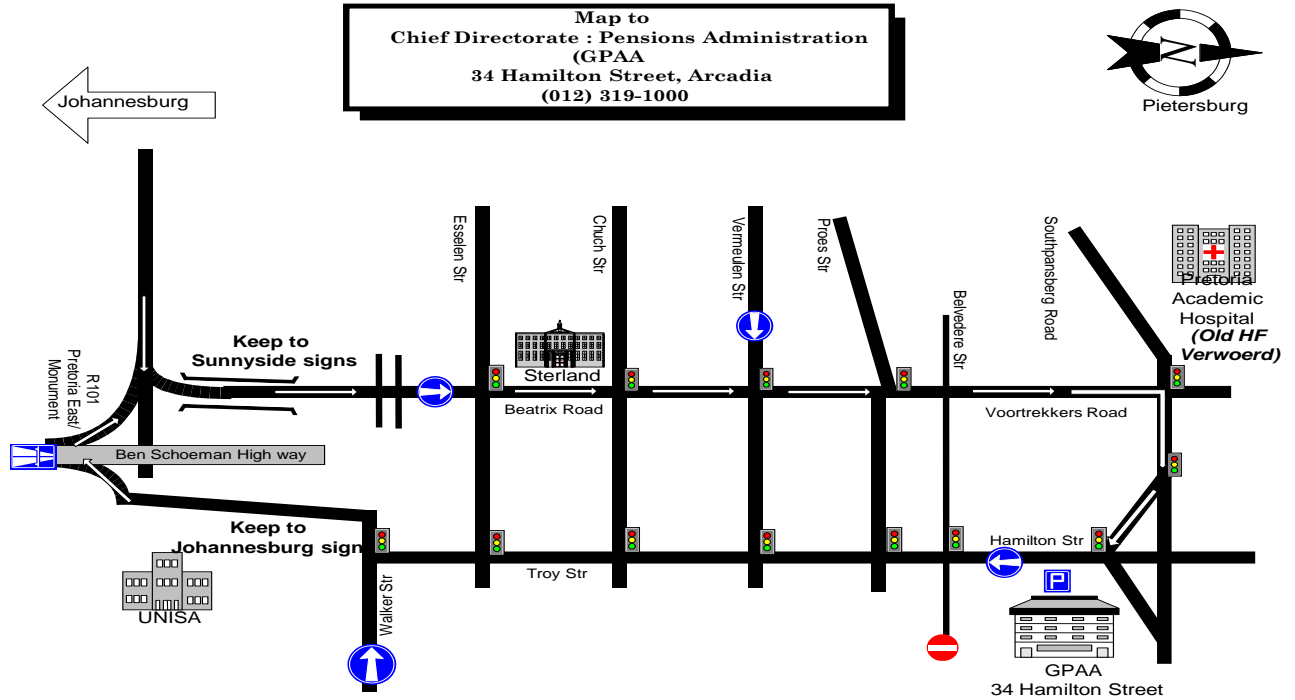
Confidential

Government Employees Pension Fund (GEPF)

Request for proposal (RFP) to provide the GEPF with Employee Assistant Programme and Executive Wellness Programme

INSTRUCTION TO SUBMIT YOUR BID

- Bid documents 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 or misplaced bid documents.



Enquiries:

Nokwanda Shoba
Supply Chain Management Specialist
E-mail: Tenders@gepf.co.za

Last day of responding to written enquires will be seven days before bid closing date.

Physical address:

GPAA Offices
34 Hamilton Street
Arcadia
Pretoria

INDEX

Section	Topic	Page
1.	Terms of Reference	04 of 48 to 07 of 48
2.	Evaluation Criteria	07 of 48 to 09 of 48
3.	Guide to Responses	09 of 48 to 11 of 48
4.	SBD Forms	12 of 48 to 30 of 48
5.	Special Conditions of Contract	31 of 48 to 34 of 48
6.	General Conditions of Contract	35 of 48 to 48 of 48

Index to Administrative Annexure

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

1. Terms of Reference

1.1. Overview

The Government Employees Pension Fund (GEPF) manages pensions on behalf of approximately 1.2 million active members and 500 000 pensioners and their beneficiaries. As of 31 March 2023,, the GEPF’s assets were valued at more than R2.32 trillion.

This document outlines the scope of work and terms of reference for the appointment of Employee Assistance Programme (EAP) and Executive Wellness Programme (EWP) provider for the Government Employees Pension Fund (GEPF).

1.2. Purpose

The purpose of the RFP is to appoint an Employee Assistance Programme (EAP) and Executive Wellness Programme (EWP) provider to deliver support to the GEPF staff members (permanent, temporary employed and fixed term contract employees) and their immediate family members. The provider will be appointed for a period of 3 years plus 1 + 1 subject to performance in line with the Service Level Agreement.

1.3. Scope of Work

The EAP and EWP provider will be expected to provide the following support:

- Financial wellness
- Mental and emotional wellness
- Physical wellness
- Occupational Health Practitioner services for as and when the GEPF requires the services.
- Keynote speakers and/ specialists
- Annual executive full health screening and assessments

GEPF reserves the right to not make an appointment or reject providers or individuals in respect of any of the above-mentioned support list.

The GEPF currently has a total of 72 positions including Interns and Fixed Term Contract employees (GEPO employees). It is envisaged that by year 3 of the contract, there will be 76 employees (2 employees growth per year).

For purposes of quoting, please use the below staff complement numbers.

- Year 1: 72 Employees
- Year 2: 74 Employees
- Year 3: 76 Employees
- Year 4: 78 Employees
- Year 5: 80 Employees

1.4. Deliverables

The key deliverables and outputs expected from the Employee Assistance Programme (EAP) and Executive Wellness Programme (EWP) provider.

	Area of work	Scope of work
1	Financial Wellness Programmes	<ul style="list-style-type: none"> - 1 financial management information session to staff per year - Unlimited virtual or telephone financial advice for staff members (debt counselling, financial planning etc.).
2	Mental and Emotional Wellness	<ul style="list-style-type: none"> - Unlimited, 24/7 toll free telephone counselling and/

	<p>Programmes</p>	<p>emotional support for staff and immediate family members with options to continue with a counsellor that initiated the matter as far as possible.</p> <ul style="list-style-type: none"> - Face to Face counselling of up to 10 sessions per year per employee and/ immediate family members - Manager/HR Support and referral programme - 2 office check in sessions per year hosted by counsellors where they touch base with staff members on their mental and emotional wellbeing (minimum of 2 counsellors per session).
<p>3</p>	<p>Physical Wellness</p>	<ul style="list-style-type: none"> - 1 hour Workout session with sound (aerobics, yoga, Pilates, functional training etc) based on 1 wellness day event per year. - HIV/AIDs counselling, education, and support based on 1 wellness day event per year. - Wellness Screening with professional health staff (Glucose, Cholesterol, BMI, breast screening, HIV testing) with an ability to load results on medical aid scheme programmes and/ platforms such as Vitality based on 1 wellness day event per year. - Provision of beauty therapists to buff and shine nails/ provide foot/shoulder/ hand massages for 15min per employee per wellness event (minimum of 2 therapists) based on 1 wellness day event per year. - Monthly fitness challenges with tracking tool - Nutrition Stand with ingredients based on 1 wellness day event per year. - Nutritionist on site based on 1 wellness day event per year. - A variety of muscular related health specialists for basic examination (Chiropractor/ Physiotherapist etc). 1 Specialist based on 1 wellness day event per year. - Aesthetic Beauty Specialist to provide basic skin advise based on 1 therapist for 1 wellness day event per year. - Ergonomics related advise to staff members based on 1 wellness day per year.
<p>4</p>	<p>Occupational Medical Practitioner (Doctor)</p>	<p>Medical Professional that can provide second opinion and/ professional occupational health related support to the GEPF for up to 30 hours over 3 years, plus 10 hours per additional year That includes:</p> <ul style="list-style-type: none"> - Conducting work related clinical matters, fitness and return to work assessments and incapacity assessments. - Assist with occupational injuries and advise/ refer for further medical care. - Advise company on occupational health related matters as and when required. - Prepare medical reports on referrals with recommendations to management. - The Dr will be a GEPF representative where other health professionals need to relay health related information relating to employee. - 1 insightful medical consultation for employees with long covid challenges (based on 5 employees per year for the duration of contract)

5	Executive Wellness Programme	<p>Annual Executive Health Screening based on 6 Executives including the following assessments:</p> <ul style="list-style-type: none"> - Height, weight, waist circumference - Body fat percentage, Body Mass Index - Vision screening - Blood Pressure measurement - Lung function test - Resting electrocardiogram (ECG) - Stress ECG - Stroke risk assessment - Hearing assessment - Kidney function test - Exploring mental health and stress management - Review of pathology results and outcomes of executive with a turnaround plan (personal mastery)
6	General	<ul style="list-style-type: none"> - Unlimited legal advice to staff members - Quarterly stress management programmes - Long COVID Management support for staff members - Monthly virtual Information sessions on a variety of topics, based on emerging issues. - Keynote speakers to address staff on a variety of topics for up to 40 + 10 + 10 hours over 3 + 1 + 1 years (e.g., Diversity Management, Conflict Resolutions, Harassment in the Workplace etc.) - E-information on a variety of wellness issues to be shared with staff monthly. - Minimum of Bi-annual reporting on programme - Provide onboarding information and onboard new employees and/ managers. - Ability to contact provider on a wide range of platforms (app, toll free telephone, call me back etc) - Up to 2 Group Trauma Response Services per annum - An experienced Project Manager dedicated to the GEFP for the duration of contract.

1.5. Required Competencies

The service provider should display:

1.5.1. The relevant knowledge, skill, and experience in the provision of an Employee Assistance Programme (EAP) and Executive Wellness Programme (EWP) to corporates by:

- Submitting a proposal, with the proposed employee wellness solution and transition plan from the current provider by demonstrating understanding of the requirements and expectations of the GEFP as outlined in the scope of work.
- Demonstration of 7 years' company experience in providing EAP to corporate will be acceptable.
- Demonstration of 4 years company experience in providing EWP to corporate will be acceptable,
- Demonstration of 6 years' experience as a Medical Doctor, of which 2 years in Occupational Health and Medicine as outlined in the scope of work, with a MBChB Degree and a Postgraduate Diploma in Occupational Health and Medicine
- Provide 3 or more relevant contactable reference letters of recent/current clients not older than 5 years as at 31 July 2023 for both the EAP and EWP
- Pre-implementation plan with estimated timelines, deliverables and key resources required.

1.6. Duration of Appointment

The appointment will be required for a period of three (3) years +1+1, subject to performance in line with Service Level Agreement.

1.7. Costs

Each item must have a cost for year 1, year 2 and year 3 and an overall total cost of items for each year, and overall cost of 3 year + 1+1 project. Costs to include travelling to GEFP offices in Pretoria for events that require site visits. Rate/km per year to be included for instances where travel to sites outside GEFP offices are required by keynote speakers.

1.8. Contractual Obligations

GEFP and the successful bidder will enter into a contract detailing the terms and conditions governing the relationship once the preferred service provider has been identified (including a standard operating procedure)

2. Evaluation Criteria

0= Unacceptable 1= Poor 2= Below average 3= Average 4 = Good 5 = Excellent

Phase	Description
1	Mandatory requirements
2	Technical Evaluation
3	Administrative Compliance
4	Pricing and BBBEE points claimed

2.1 Proposal Submission Format and Evaluation Criteria

2.1.1 Submission Format

Service Providers are required to structure their responses as depicted in the table below.

The table also depicts the evaluation criteria for functionality and associated weighting for each of the elements:

Section	Evaluation Criteria	Description
Phase 1	Mandatory Requirements	<p>1. The following <u>compulsory</u> documents must be completed and signed:</p> <ul style="list-style-type: none"> - Technical proposal - Pricing proposal – should be submitted in a separate envelope. - Attendance of virtual compulsory briefing session - Valid BBBEE certificate or affidavit with a minimum level of 3 or higher rating. <p>2. Bidders will be subjected to a validation of previous performance records with the GEFP in the past 3 years, as at 31 October 2023.</p> <p>FAILURE TO COMPLY WITH THE REQUIRED MANDATORY REQUIREMENTS WILL RENDER YOUR BID UNACCEPTABLE FOR FURTHER EVALUATION.</p>
Phase 2	Functionality	<p>The Service Provider should:</p> <p>Provide a detailed outline of the project deliverables.</p> <ul style="list-style-type: none"> • Submit a proposal, with proposed employee wellness solution and transition plan from current provider by demonstrating understanding of the requirements and expectations of the GEFP as outlined in the scope of work (and the ability to provide 24/7 service for psychological and emotional support) - (20%) • Submit a proposal, with proposed Executive Wellness Solution by

Section	Evaluation Criteria	Description																		
		demonstrating understanding of the requirements and expectations of the GEPF as outlined in the scope of work - (10%) <ul style="list-style-type: none"> Submit a plan that outlines how the Occupational Medical Practitioner (Doctor) will function in line with outlined scope of work - (5%) 																		
	Company Experience Weighting - 45%	The Service Provider should demonstrate: <ul style="list-style-type: none"> 7 years' experience will be acceptable in providing EAP to corporates by detailing the companies and services rendered relating to the scope of work – (20%) 4 years' experience will be acceptable in providing EWP to corporates by detailing the companies and services rendered relating to the scope of work – (15%) 6 years' experience as a Medical Doctor, of which 2 years in Occupational Health and Medicine as outlined in the scope of work, with a MBChB Degree and a Postgraduate Diploma in Occupational Health and Medicine will be acceptable – (10%) 																		
	References - 10%	<ul style="list-style-type: none"> The Service Provider should reproduce the table below and provide a comprehensive list of references. This should be accompanied by 3 or more relevant contactable reference letters of recent/current clients not older than 5 years as at 31 July 2023 for both the EAP and EWP <table border="1" data-bbox="564 927 1426 1077"> <thead> <tr> <th>Client</th> <th>Duration of contract</th> <th>Number of Client employees</th> <th>Scope</th> <th>Contactable Reference (Name, position, tel. number, email)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Client	Duration of contract	Number of Client employees	Scope	Contactable Reference (Name, position, tel. number, email)													
Client	Duration of contract	Number of Client employees	Scope	Contactable Reference (Name, position, tel. number, email)																
	Team Skills and Capability Weighting - 10%	The Service Provider should re-produce the table below and provide details for the key team member and provide summarized curriculum vitae for the member of the proposed team. <ol style="list-style-type: none"> Project Manager and/or contact person to the GEPF with a minimum of 5 years' relevant. Ensure that the listed members form part of the team that is deployed at GEPF. Any amendments to the team should be made in writing and agreed to by GEPF. <table border="1" data-bbox="564 1379 1426 1529"> <thead> <tr> <th>Name</th> <th>Current Designation</th> <th>Qualifications</th> <th>Number of years relevant experience</th> <th>Key performance areas</th> <th>Role on GEPF Project</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Current Designation	Qualifications	Number of years relevant experience	Key performance areas	Role on GEPF Project												
Name	Current Designation	Qualifications	Number of years relevant experience	Key performance areas	Role on GEPF Project															
Functionality Threshold – 60%																				
Phase 3	Administrative Compliance	The following compulsory statutory documents must be completed and signed: <ul style="list-style-type: none"> Include a SARS tax compliance status or CSD tax compliance report. All compulsory standard bidding documents (SBD forms) have been properly completed in full and signed. 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> <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 UNACCEPTABLE and TO DISQUALIFICATION</p>																		

Section	Evaluation Criteria	Description
Phase 4	Price	70
	B-BBEE	30

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 finalizing.

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.

This bid will follow a 4-phase evaluation process, the first phase being an evaluation of *mandatory requirements*, followed by *functionality, administrative compliance, pricing and B-BBEE* as per the criteria set out in the table above.

N.B.: *The minimum qualifying score for functionality in this bid is 60%. Suppliers who fail to meet the minimum qualifying score of 60% will be eliminated and not considered for the next phase of evaluation.*

Technical and General enquiries:

Nokwanda Shoba

Supply Chain Management Specialist

E-mail: Tenders@gepf.co.za

Guide to Responses

Fully completed tender documents with following technical responses.

A. Mandatory Requirements

- (a) Technical/functional proposal.
- (b) Pricing proposal – should be submitted in a separate envelope.
- (c) Attendance of virtual compulsory briefing session.
- (d) Valid BBEE certificate or affidavit with a minimum level of 3 or higher rating.
- (e) No previous poor performance record with GEPF in the past 3 years.

FAILURE TO COMPLY WITH ANY OF THE ABOVE MANDATORY REQUIREMENTS WILL RENDER YOUR BID UNACCEPTABLE FOR FURTHER EVALUATION.

B. Functionality

WHEN THE BIDDER IS COMPILING THE PROPOSAL, THE SEQUENTIAL FORMAT SHOULD BE IN LINE WITH THE EVALUATION CRITERIA IN SECTION 2.1

General approach planned methodology and proposed activities and solution towards undertaking the EAP, EWP and Occupational Health and Medicine services.

a) Technical Proposal:

- Submit a proposal, with proposed employee wellness solution and transition plan from current provider by demonstrating understanding of the requirements and expectations of the GEPF as outlined in the scope of work (and the ability to provide 24/7 service for psychological and emotional support) - **(20%)**
- Submit a proposal, with proposed Executive Wellness Solution by demonstrating understanding of the requirements and expectations of the GEPF as outlined in the scope of work - **(10%)**
- Submit a plan that outlines how the Occupational Medical Practitioner (Doctor) will function in line with outlined scope of work - **(5%)**

b) Company Experience

The Service Provider should demonstrate:

- 7 years' experience will be acceptable in providing EAP to corporates by detailing the companies and services rendered relating to the scope of work – **(20%)**
- 4 years' experience will be acceptable in providing EWP to corporates by detailing the companies and services rendered relating to the scope of work – **(15%)**
- 6 years' experience as a Medical Doctor, of which 2 years in Occupational Health and Medicine as outlined in the scope of work, with a MBChB Degree and a Postgraduate Diploma in Occupational Health and Medicine will be acceptable – **(10%)**

c) References

- The Service Provider should reproduce the table below and provide a comprehensive list of references. This should be accompanied by 3 or more relevant contactable reference letters of recent/current clients not older than 5 years as at 31 July 2023 for both the EAP and EWP

Client	Duration of contract	Number of Client employees	Scope	Contactable Reference (Name, position, tel. number, email address)

- COMPANY PROFILE

- Extent of appropriate experience of the organisation in the undertaking the work applied for.
Proof of appointment and reference letters from previous and/or current clients

d) Team Skills and Capability

- The Service Provider should re-produce the table below and provide details for the key team member and provide summarized curriculum vitae for the member of the proposed team.
 - Project Manager and/or contact person to the GEPF with a minimum of 5 years' relevant.
- QUALIFICATIONS AND CVs
 - Qualifications and CVs of the proposed team members.

- Ensure that the listed members form part of the team that is deployed at GEPF. Any amendments to the team should be made in writing and agreed to by GEPF.

Name	Current Designation	Qualifications	Number of years relevant experience	Key performance areas	Role on GEPF Project

C. Administrative Compliance

- Include a SARS tax compliance status or CSD tax compliance report.
- All compulsory standard bidding documents (SBD forms) have been properly completed in full and signed.
- 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.

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 UNACCEPTABLE and TO DISQUALIFICATION.

D. B-BBEE & Price:

- B-BBEE
 - B-BBEE status level verification certificate/ affidavit [for EME's & QSE's (certified copy)] must be submitted in order to qualify for preference points for B-BBEE.
- Pricing
 - Fees should be indicated per line item per year for the 3+1+1 years.

Annexure A

(GEPF)

SCM

Standard Bid Documents

SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVERNMENT EMPLOYEES PENSION (GEPF)					
BID NUMBER	GEPF 02/2024	CLOSING DATE	05 MARCH 2024	CLOSING TIME	12:00
DESCRIPTION	EMPLOYEE ASSISTANCE PROGRAMME AND EXECUTIVE WELLNESS PROGRAMME				
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]		BBBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<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 GEPE SUPPLY CHAIN MANAGEMENT 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.

I hereby authorise the GEPE to process the personal information submitted for purposes which relate to the bid and tender processes. I confirm that the personal information submitted herein has been obtained with consent and I am authorised to submit it. I have familiarised myself with the privacy policy of the GEPE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

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 02/2024
Closing Time 12:00 pm on 05 MARCH 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:

Item No.	Service Description	Fees inclusive of VAT (Rands) Year 1	Fees inclusive of VAT (Rands) Year 2	Fees inclusive of VAT (Rands) Year 3	Fees inclusive of VAT (Rands) Year 4	Fees inclusive of VAT (Rands) Year 5
1.	Financial Wellness Programmes	R	R	R	R	R
2.	Mental and Emotional Wellness Programmes	R	R	R	R	R
3.	Physical Wellness	R	R	R	R	R
4.	Occupational Medical Practitioner (Doctor)	R	R	R	R	R
5.	Executive Wellness Programme	R	R	R	R	R
6.	General	R	R	R	R	R
7.	Total (Incl Vat)					

Request for proposal to render EAP and EWP services to GEPF for a period of 3 +1 +1 years.

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1	1	Provision of EAP and EWP services to the GEPF for a total period of 3 years	R
2	1	Provision of EAP and EWP services to the GEPF for year 4	R
3	1	Provision of EAP and EWP services to the GEPF for year 5	R
		Sub – total	
		15% Vat	
		Grand Total	

Travel rate per km:

Year 1	Year 2	Year 3	Year 4	Year 5

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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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
- 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, member):

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

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, 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? Yes No

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have Yes No

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 Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME) HEREBY CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE GEPE 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

.....
 NAME OF BIDDER

.....
 POSITION

PREFERENCE POINTS CLAIM FORM

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

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); and

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....70/30.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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 Contribution

4.1 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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contribution:..... = (maximum 30 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 7.1 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:

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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

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, open 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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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.**

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) document is to:

- a) draw special attention to certain special conditions applicable to Bids, Contracts, Agreements and Orders of the Government Employees Pensions Fund (GEPF); and
- b) 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 at:

**Government Pensions Administration Agency,
34 Hamilton Street, Arcadia, Pretoria**

1.1.2. Closing Date: **05 MARCH 2024**

1.1.3. Closing time: **12:00**

1.2. Compulsory Briefing session:

1.2.1. There will be a virtual compulsory briefing meeting on the **15 FEBRUARY 2024 AT 14:00**

1.3. Validity of Bids

1.3.1. Bidders are required to submit bids valid for **120** days.

1.4. Two-stage Bidding

a) Mandatory Requirements

- 3 (three) copies of technical/functional proposals
- 3 (three) copies of the pricing proposal (SDB 3.1)
- The pricing proposals should be in separate envelopes from the technical/functional proposals and should at least be in line with the structure laid out in SDB 3.1 in order to facilitate price comparison.
- Compulsory attendance of the briefing session.
- Valid BBBEE certificate or affidavit with a minimum level of 3 or higher rating.
- Bidders will be subjected to a validation of previous performance records with the GEPF in the past 3 years as at 31 October 2023.

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

BIDDERS WHO DID NOT SUBMIT THE REQUIRED DOCUMENTS WILL BE GIVEN A MAXIMUM OF 2 WORKING DAYS TO SUBMIT, FAILURE WILL RENDER THE BID UNACCEPTABLE AND THEREFORE BE DISQUALIFIED.

b) Functionality (Stage 1)

- Unpriced technical proposals on the basis of a conceptual design or performance specifications are invited.
- Bidders are requested to submit their proposal in separate folders/envelopes, with the technical proposal separated from the pricing proposal.
- A minimum number of **three (3)** hard copies each of the technical proposal, one (1) electronic copy of technical proposal on memory stick and three (3) pricing proposal are required.

c) Administrative Compliance

- Include a valid SARS pin or CSD report with tax compliant status.
- All compulsory standard bidding documents have been properly completed and signed. (SBD's)
- A joint venture or sub-consultancy agreement in the event of a joint venture proposal

d) Price & BBBEE (Stage 2)

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

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. Have been properly signed and completed.
- b. Are substantially responsive to the bidding documents.
- c. 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 material deviations or reservations once bids have been opened.

1.8. Rejection of all Bids

1.8.1. The GEPA reserves the right to reject 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 particular assignment) or for a specific assignment. The association may take the form of a joint venture or a sub consultancy.

1.10. Project team to service the GEPF

Please note that if changes are made to the Project team proposed in the tender after the bid has been awarded, this has to be cleared with the GEPF first.

Annexure C

(GEPF)

SCM

General Conditions of Contract

GEPF PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this Annexure is to:

- a) Draw special attention to certain general conditions applicable to GEPF bids, contracts and orders; and
- b) 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. "**Confidentiality**" means the Confidential information for the purpose of this contract includes and means commercial information, Know-how, trade secrets, processes and data in whatever form belonging to any of the parties to this Agreement. In addition, includes personal information as defined in the Protection of Personal Information Act No 4 of 2013 below relating to an identifiable individual or jurist person, which is data that either of the parties may have temporary supervision over.
- 1.3. "**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.
- 1.4. "**Contract price**" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.5. "**Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public employee in the procurement process or in contract execution.
- 1.6. "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidized by its GEPF and encouraged to market its products internationally.
- 1.7. "**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.
- 1.8. "**Day**" means calendar day.
- 1.9. "**Delivery**" means delivery in compliance of the conditions of the contract or order.
- 1.10. "**Delivery ex stock**" means immediate delivery directly from stock actually on hand.
- 1.11. "**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.
- 1.12. "**Dumping**" occurs when a private enterprise abroad markets 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.
- 1.13. "**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.
- 1.14. "**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.

- 1.15. **"GCC"** means the General Conditions of Contract.
- 1.16. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract
- 1.17. **"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.
- 1.18. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. **"Order"** means an employee written order issued for the supply of goods for works or the rendering of a service.
- 1.21. **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.22. **"Purchaser"** means the organization purchasing the goods.
- 1.23. **"Republic"** means the Republic of South Africa.
- 1.24. **"SCC"** means the Special Conditions of Contract.
- 1.25. **"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.
- 1.26. "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.
- 5.5. The supplier consents to the processing of personal information by the purchaser in terms of the provisions stated in the privacy policy of the latter.
- 5.6. The supplier acknowledges its respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 4 of 2013 and shall do so for the duration of the contract.

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 organisation 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 analysed 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:

13.1.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.1.4. 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

13.1.1.5. 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:

14.1.1. 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

14.1.2. 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 attendance register and upon fulfilment 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 authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 17.2. GEPF will retain 10% of the amount approved pending the release of the Certificates of Competence or final results in case examination is written and results are to be released at a later stage. Once results are released and verified by GEPF, the retainer amount will be paid through to the training service provider.

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 or contract another supplier for full services or part-services, 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/services not supplied in conformity with the contract and to return any goods/ services 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) and quality as 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/services 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.