

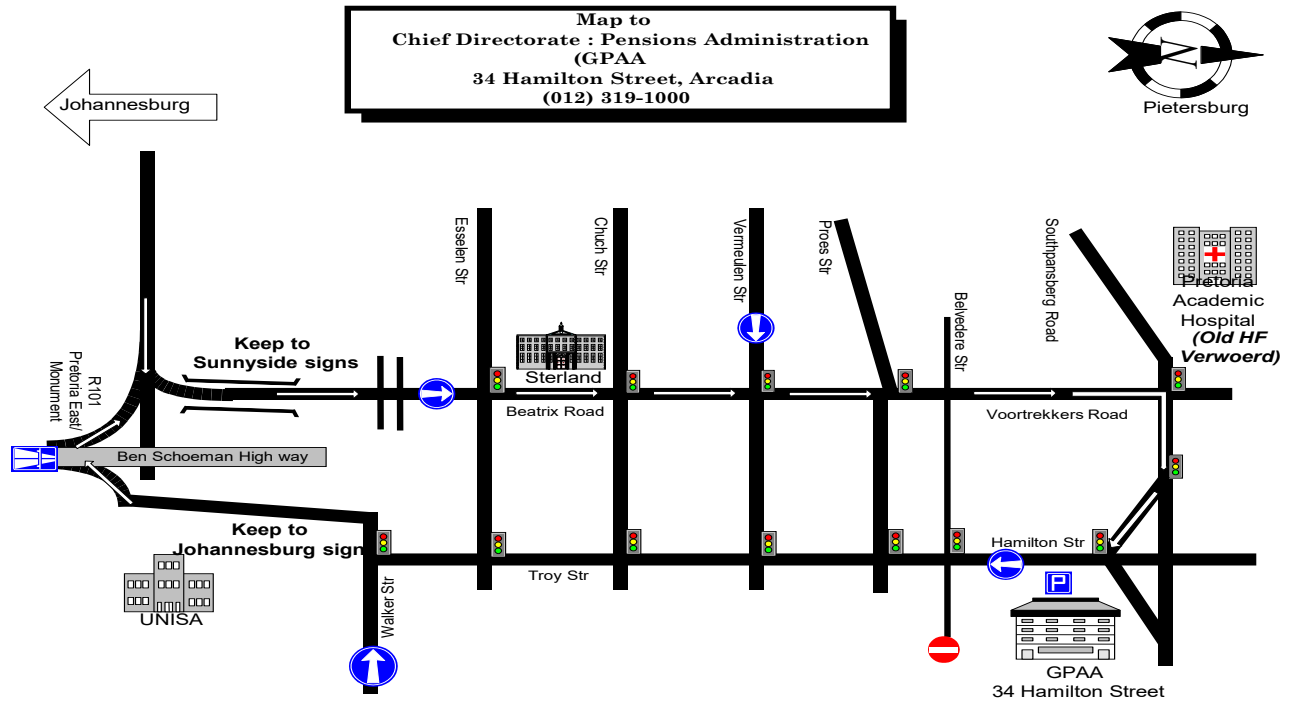
Confidential

Government Employees Pension Fund (GEPF)

Request for Proposals (RFP) for the Appointment of a Service Provider to Provide Business Continuity Management Services to the GEPF

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

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

Physical address:

GPAA Offices
34 Hamilton Street
Arcadia
Pretoria

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

INDEX

Section	Topic	Page
1	Terms of Reference	04 of 48 to 06 of 48
2	Evaluation Criteria	07 of 48 to 09 of 48
3	Guide to Responses	10 of 48 to 15 of 48
4	SBD Forms	16 of 48 to 33 of 48
5	Special Conditions of Contract	34 of 48 to 36 of 48
6	General Conditions of Contract	37 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 approximately 1,267,539 active members and 565 221 pensioners and beneficiaries. As at 31 March 2025, the GEPF's assets were over R2.69 trillion. Our core business, which is governed by the Government Employees Pension (GEP) Law (1996), is to manage and administer pensions and other benefits for government employees in South Africa. Accordingly, we work to give members and pensioners peace of mind about their financial security after retirement. This is done by making sure that all funds in our safekeeping are responsibly invested and accounted for, and that benefits are paid out efficiently, accurately and on time.

This document outlines the scope of work and terms of reference for the appointment of a Business Continuity Management service provider for the Government Employees Pension Fund (GEPF).

1.2. Purpose

The Government Employees Pension Fund (GEPF) seeks a qualified service provider to develop, implement, and manage the Business Continuity Management Program for a period of 3 years.

1.3. Objectives

The objectives of the BCM program are to:

- Identify and prioritize critical business functions and dependencies.
- Assess enterprise risks and operational vulnerabilities.
- Define Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO).
- Develop and document Business Continuity and Disaster Recovery strategies.
- Establish a formal crisis management framework and governance structure.
- Conduct training and exercises to validate preparedness.
- Implement a sustainable BCM lifecycle including testing and maintenance
- Improve overall organizational resilience and compliance readiness.

1.4. Scope of Work

The appointed service provider will support the GEPF with the development, implementation and maintenance of the Business Continuity Management program including, but not limited to, the following:

Program initiation and governance:

- Enhance BCM policy
- Development of standard operating procedures
- Development of program charter
- Define BCM governance model and oversight structure

Business Impact Analysis (BIA):

- Identify critical processes, services, and assets
- Map interdependencies (people, facilities, IT systems, vendors)
- Conduct impact analysis (financial, regulatory, operational, reputational)
- Define Recovery Time Objectives (RTO), Recovery Point Objectives (RPO), and Maximum Tolerable Period of Disruption (MTPD)

Enterprise Risk Assessment:

- Identify internal and external risks
- Evaluate likelihood and business impact
- Assess existing controls and resilience measures
- Perform gap analysis against best practices
- Develop enterprise risk register and heat maps

Continuity & Recovery Strategy Development:

- Develop enterprise-wide continuity strategy
- Define alternate site and remote work strategies
- Recommend IT disaster recovery architecture
- Define data backup and restoration strategy
- Develop third-party and supply chain continuity requirements

Development of Plans and Procedures:

- Crisis Management Plan
- Departmental Business Continuity Plans (BCPs)
- IT Disaster Recovery Plan (DRP)
- Pandemic and Emergency Response Plans
- Communication and escalation procedures

Training & Awareness:

- Department-level tabletop exercises
- Provision of simulation exercises
- BCM awareness sessions for employees
- Development of training materials and user guides

Testing & Exercising:

- Develop annual testing calendar
- Conduct tabletop, simulation, and scenario-based exercises
- Provide post-exercise reporting and improvement plans
- Develop remediation and improvement plans

Cybersecurity and AI integration:

- Integration of cybersecurity threat intelligence response
- Development of Cyber Incident Response Plan (CIRP)
- Inclusion of AI-driven incident response tools
- Cloud computing dependency mapping

Communication, monitoring and reporting:

- Development of structured crisis communication
- Development of escalation procedures
- Ad-hoc, quarterly and executive summary reports and KPI dashboards
- Incidence response time tracking

1.5. Deliverables

The appointed service provider will be expected to deliver the following key outputs over the contract period, in support of the GEPF Business Continuity Management Program:

- Project Plan and Implementation Timeline
- BCM Policy and Governance Charter
- Business Impact Analysis Report
- Enterprise Risk Assessment Report
- BCM Strategy Document
- Crisis Management Framework Documentation
- Departmental Business Continuity Plans
- IT Disaster Recovery Plan
- Training Materials and Workshop Documentation
- Exercise Reports and After-Action Reviews
- Gap Assessment & Improvement Roadmap
- Final Program Maturity Assessment Report

1.6. Required Competencies

The service provider should endeavour to deliver the Business Continuity Management program with the requisite level of skill, integrity and professional competence at all times. The service provider must at all times, where relevant, demonstrate:

- Experience in BCM consulting
- Proven experience implementing BCM programs aligned to ISO 22301
- Experience across similar industry sectors
- Strong project management capability
- Ability to facilitate BCM workshops
- Expertise in Business Impact Analysis methodologies
- Knowledge of IT Disaster Recovery architecture
- Risk assessment and enterprise risk management experience
- Crisis management and communication expertise

1.7. Duration of Appointment

The appointment of the service provider will be for a period of 3 years.

1.8. Pricing

Bidders are required to submit a separate financial proposal clearly outlining all costs associated with the implementation and maintenance of the Business Continuity Management Program:

The financial proposal should consider, but may not be limited to, the following cost components:

- Training, education and formal skills transfer costs;
- Ongoing support and maintenance fees for the duration of the contract; and
- Travel and other related overheads (where applicable).

All fees must be quoted in South African Rand (ZAR) and must be inclusive of VAT.

Pricing must be clearly structured for the three (3) year contract period and must be clearly disclosed in the financial proposal.

The GEPF and the service provider will agree on the fee structure before the commencement of the contract.

2. Evaluation Criteria

2.1 A four (4) phase evaluation method will be used to evaluate the responses. The phases are listed below:

- Phase 1: **Mandatory requirements** - failure to comply with any of the mandatory requirements will render your bid unacceptable for further evaluation.
- Phase 2: **Functionality Evaluation** – which will be used to select bidders that have the right profile, capability, service governance, experience, contactable references, and service levels to deliver the services successfully.
- Phase 3: **Administrative Compliance**—Failure to comply with any of the 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 to submit outstanding documents after the 2 business days will render the bid response as unacceptable and lead to disqualification.
- Phase 4: B-BBEE and **Pricing Evaluation** –will be based on the 70/30 principle.

2.2 The functionality of the service provider will be demonstrated by the soundness of the proposal received. The pricing points will be scored and weighted according to the prescribed formula in SBD 6.1.

2.3 Service providers that will be shortlisted for the Pricing and B-BBEE Evaluation phase will have achieved a minimum score of 70% on functionality have been confirmed to be administrative compliant. Refer to below table for detailed Evaluation Criteria's and weighting allocated:

Item no	Evaluation Criteria	
A	Mandatory Requirements: Phase 1	
	<ul style="list-style-type: none"> • Technical/functional proposal • Attendance of compulsory virtual briefing session via MS Teams https://teams.microsoft.com/meet/370827295718665?p=kjW52IISQWb9D8Xrv5 • Pricing proposal (separate from the technical proposal) • ISO 22301 Lead Auditor/Implementer certification <p>FAILURE TO COMPLY WITH ANY OF THE ABOVE MANDATORY REQUIREMENTS WILL RENDER YOUR BID UNACCEPTABLE FOR FURTHER EVALUATION</p>	
B	Functionality: Phase 2	100
	<p>Company Profile and Relevant Experience</p> <ul style="list-style-type: none"> • Minimum 10 years' company experience in providing business continuity management consulting services to large retirement funds and/or financial services organisations. 	10
	<p>Team Experience & Capacity</p> <ul style="list-style-type: none"> • Average of 5 years' team experience in providing business continuity management services and solutions to large retirement funds and/or financial services organisations. • The proposed team shall be comprised of Engagement Lead / Program Director, BCM Subject Matter Expert, Risk Assessment Specialist, IT Disaster Recovery Specialist, Training & Exercise Facilitator and Project Manager). 	10

	<p>Business Continuity Management Implementation Program</p> <p>Program initiation and governance (5)</p> <ul style="list-style-type: none"> • Enhance BCM policy • Development of standard operating procedures • Development of program charter • Define BCM governance model and oversight structure <p>Business Impact Analysis (BIA) (5)</p> <ul style="list-style-type: none"> • Identify critical processes, services, and assets • Map interdependencies (people, facilities, IT systems, vendors) • Conduct impact analysis (financial, regulatory, operational, reputational) • Define Recovery Time Objectives (RTO), Recovery Point Objectives (RPO), and Maximum Tolerable Period of Disruption (MTPD) <p>Enterprise Risk Assessment (5)</p> <ul style="list-style-type: none"> • Identify internal and external threats • Evaluate likelihood and business impact • Perform gap analysis against best practices • Develop enterprise risk register and heat maps <p>Continuity & Recovery Strategy Development (5)</p> <ul style="list-style-type: none"> • Develop enterprise-wide continuity strategy • Define alternate site and remote work strategies • Recommend IT disaster recovery architecture • Define data backup and restoration strategy • Develop third-party and supply chain continuity requirements <p>Development of Plans and Procedures (5)</p> <ul style="list-style-type: none"> • Crisis Management Plan • Departmental Business Continuity Plans (BCPs) • IT Disaster Recovery Plan (DRP) • Pandemic and Emergency Response Plans • Communication and escalation procedures <p>Training & Awareness (5)</p> <ul style="list-style-type: none"> • Department-level tabletop exercises • Provision of simulation exercises • BCM awareness sessions for employees • Development of training materials and user guides <p>Testing & Exercising (5)</p> <ul style="list-style-type: none"> • Develop annual testing calendar • Conduct tabletop, simulation, and scenario-based exercises • Provide post-exercise reporting and improvement plans • Develop remediation and improvement plans 	<p>45</p>
--	--	------------------

	<p>Cybersecurity and AI integration (5)</p> <ul style="list-style-type: none"> • Integration of cybersecurity threat intelligence response • Development of Cyber Incident Response Plan (CIRP) • Inclusion of AI-driven incident response tools • Cloud computing dependency mapping <p>Communication, monitoring and reporting (5)</p> <ul style="list-style-type: none"> • Development of structured crisis communication • Development of escalation procedures • Ad-hoc, quarterly and executive summary reports and KPI dashboards • Incidence response time tracking 	
	<p>Project management</p> <ul style="list-style-type: none"> • Detailed project management plan • Detailed Resource and Capacity Plan • Change Management Plan • Transition Plan 	15
	<p>Program Maintenance & Continuous Improvement:</p> <p>The service provider must provide a detailed Maintenance and Continuous Improvement Plan, including, but not limited to the following:</p> <ul style="list-style-type: none"> • Develop continuous improvement roadmap • Conduct BCM maturity assessment • Remote and onsite support plan • Service and maintenance calls • Provision of skills transfer 	10
	<p>Reference Letters</p> <ul style="list-style-type: none"> • At least 5 reference letters from large retirement funds or financial services organisations confirming successful provision of Business Continuity Management consulting services not older than five years. • Letters must include contact details, scope, duration, and cost of work delivered. 	10
NB Minimum qualification of 70% on functionality		
C	Administration Compliance: Phase 3	
	<ul style="list-style-type: none"> • Include a valid SARS certificate/pin number/original tax clearance certificate. • All compulsory standard bidding documents have been properly completed. (SBD documents as attached). • A joint venture agreement in the event of a joint venture proposal. <p>FAILURE TO COMPLY WITH ANY OF THE ABOVE ADMINISTRATIVE REQUIREMENTS MAY RENDER YOUR BID UNACCEPTABLE FOR FURTHER EVALUATION. BIDDERS WHO DO NOT SUBMIT THE REQUESTED DOCUMENTS WILL BE GIVEN A MAXIMUM OF 2 BUSINESS DAYS TO SUBMIT. FAILURE TO SUBMIT OUTSTANDING DOCUMENTS AFTER THE 2 BUSINESS DAYS WILL RENDER THEIR BID RESPONSE AS UNACCEPTABLE AND LEAD TO DISQUALIFICATION.</p>	

D	Preferential Points: Phase 4	100
	Price	70
	B-BBEE	30

3. Guide to Response

Fully Completed Bid Documents with following responses:

Bidders must submit their proposals in accordance with the structure below. Any deviation may result in disqualification or lower evaluation scores.

3.1. Format of Proposal

- Proposals must be submitted in **two separate parts**:
 - **Part A: Technical Proposal**
 - **Part B: Pricing Proposal**
- Each part must be submitted in **hard copy (4 hard copies) and one electronic copy (USB in PDF format)**.

3.2. Technical Proposal

The Technical Proposal must cover the following:

- **Company Profile**

This section refers to the details of the company (supplier) and the services on offer.
Specific details required are as follows:

At least 10 years of experience in providing business continuity management services and solutions.

Experience in providing, delivering, deploying, and business continuity management services and solutions to the organisation, years of experience will inform the points

- Nature and location of the company, including physical address.
- Company history and date of registration.
- The company's core business, e.g. provision of business continuity management services preferably in the pension fund or financial services industry.
- Organisational structure, ownership profile, and size of the firm (number of staff, number of partners/directors, etc.).

- **Team and Experience**

This section refers to the bidder's experience in providing similar business continuity management services.

Specific details required are as follows:

Qualifications and CVs of the team dedicated to the GEPF and the overall team

- Bidders must demonstrate skill in providing, implementing, and advising on business continuity management services and solutions:

- Qualification, skills, relevant expertise, and experience of the proposed team will be considered. Points will also be awarded for 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.

- **Program initiation and governance:**

Provide a detailed approach for the establishment of a structured BCM program through governance frameworks, policy development and operating models aligned with ISO 22301 standards.

- **Business Impact Analysis (BIA):**

Bidders are required to propose a comprehensive approach to conducting a Business Impact Analysis (BIA) as part of the organisation's Business Continuity Management program. Expected deliverables include, at a minimum, a documented BIA methodology, business process inventory, completed BIA assessments, impact analysis results, dependency mapping, prioritised list of critical business processes, defined recovery objectives, and a consolidated BIA report with an executive summary and recommendations. The response should describe the bidder's methodology for identifying and documenting business processes, assessing the potential operational, financial, regulatory, and reputational impacts of disruptions, and determining process criticality. Bidders must outline how they will establish recovery requirements, including Recovery Time Objectives (RTO), Recovery Point Objectives (RPO), and Maximum Tolerable Period of Disruption (MTPD).

- **Enterprise Risk Assessment:**

Bidders are required to propose a comprehensive approach to conducting an Enterprise Risk Assessment (ERA) to identify, analyse, and evaluate risks that may impact the Fund's strategic objectives, operations, assets, and stakeholders. The proposed approach should align with recognised international standards and frameworks such as ISO 31000 for risk management. The response should describe the methodology for identifying internal and external risks, assessing risk likelihood and impact, and evaluating existing controls. Bidders should outline how risks will be prioritised and documented, including the development of a risk register and risk heat maps. Expected deliverables include a documented risk assessment methodology, an enterprise risk register, risk analysis and prioritization results, risk heat maps, and a consolidated risk assessment report with recommendations for risk mitigation and integration with business continuity and resilience planning.

- **Continuity & Recovery Strategy Development:**

Bidders are required to propose a structured approach for the development of business continuity and recovery strategies that enable the organisation to sustain or restore critical operations during and following a disruption. The proposed approach should address continuity and recovery requirements across key operational components, including people, processes, technology, facilities, and third-party services. In particular, bidders should describe strategies related to:

- Alternate site and workplace recovery options, including relocation strategies and remote or hybrid working arrangements to support continuity of critical staff and operations.
- IT disaster recovery strategies, including recovery of critical applications, systems, and infrastructure in alignment with defined recovery objectives.
- Data backup and restoration strategies, including backup frequency, storage locations, restoration procedures, and protection of critical data assets.

- Third-party and supply chain continuity requirements, including assessment of critical suppliers and strategies to ensure continuity of essential outsourced services and dependencies.

- **Development of Plans and procedures:**

Bidders are required to propose a comprehensive approach for the development and documentation of organisational resilience and response plans to support effective management of disruptions and emergencies. The response should describe the methodology for developing and documenting the following plans based on the outcomes of the Business Impact Analysis, Enterprise Risk Assessment, and approved continuity and recovery strategies:

- Crisis Management Plan (CMP): A structured framework to guide executive leadership and crisis management teams in responding to major incidents, including governance structures, escalation procedures, decision-making processes, and coordination during crises.
- Business Continuity Plans (BCPs): Documented procedures and recovery actions to enable business units to maintain or restore critical operations within defined recovery objectives.
- IT Disaster Recovery Plan (IT DRP): Detailed procedures for the recovery of critical IT systems, applications, and infrastructure in alignment with defined Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO).
- Pandemic and Emergency Response Plans: Procedures to manage health-related events and other emergencies that may affect personnel, facilities, or operations, including workforce protection, operational adjustments, and continuity of essential services.
- Communication Procedures: Structured internal and external communication protocols to support timely and coordinated information sharing with employees, management, service providers, and relevant stakeholders during incidents or disruptions.

Expected deliverables include documented Crisis Management Plans, Business Continuity Plans for identified critical functions, an IT Disaster Recovery Plan, pandemic and emergency response procedures, communication protocols, and supporting templates or guidance for ongoing maintenance.

- **Training & Awareness:**

Bidders are required to propose a structured approach for delivering Business Continuity Management (BCM) training, awareness, and exercising programs to ensure that employees and relevant stakeholders understand their roles and responsibilities during disruptions. The response should describe the methodology for designing and delivering training and awareness initiatives across different levels of the organisation. This includes BCM awareness sessions for employees, targeted training for key roles such as crisis management teams and business continuity coordinators, and the development of supporting training materials and guidance documentation. Expected deliverables include a BCM training and awareness plan, facilitation of tabletop and simulation exercises, development of training materials and awareness content, exercise reports with observations and recommendations, and guidance for maintaining an ongoing BCM awareness and exercising program within the organisation.

- **Testing & Exercising:**

The response should describe the methodology for designing, planning, and executing scenario-based exercises, including tabletop exercises and simulation exercises. Bidders must outline how exercises will be linked to the organisation's critical processes, risk scenarios, and recovery objectives to validate preparedness and identify gaps in plans, procedures, and coordination. Expected deliverables include a documented annual testing and exercising plan, exercise scripts and scenarios, post-exercise reports with findings and recommendations, and remedial/improvement plans for enhancing BCM program effectiveness.

- **Cybersecurity and AI integration:**

The response should describe the methodology for incorporating threat intelligence, proactive monitoring, and cyber incident response capabilities into business continuity and recovery strategies. Bidders must outline the approach for developing or enhancing a Cyber Incident Response Plan (CIRP). The proposed approach should align with recognised cybersecurity frameworks such as NIST Cybersecurity Framework. Bidders should also describe the proposed use of AI-driven tools for incident detection, response automation, predictive risk analysis, and decision support during disruptions. Additionally, the response should address cloud computing dependency mapping, including critical cloud services, data storage, third-party SaaS dependencies, and recovery strategies to ensure operational continuity in hybrid or multi-cloud environments.

- **Communication, monitoring and reporting:**

The response should describe the methodology for developing and implementing structured communication protocols to ensure timely, accurate, and consistent information sharing with employees, management, and relevant stakeholders during incidents. Bidders must outline escalation procedures for incident reporting and decision-making, including criteria for escalation, roles and responsibilities, and approval workflows. Bidders should also address the production of quarterly reports, executive summaries, and Key Performance Indicator (KPI) reports to provide leadership with visibility into BCM performance, incident trends, and program effectiveness. Expected deliverables include documented crisis communication protocols, escalation procedures, quarterly and executive summary reports, KPI reporting templates, incident response time tracking dashboards, and recommendations for performance improvement.

- **Project management**

The response should describe the methodology for developing a Project Management Plan that outlines project objectives, scope, deliverables, milestones, timelines, governance structures, roles and responsibilities, risk management, and reporting mechanisms. Bidders must also provide a Resource and Capacity Plan identifying the personnel, skills, and tools required to execute the BCM program effectively, including internal and external resources, allocation of responsibilities, and strategies for optimising capacity and workload.

Additionally, the response should describe a Transition Plan detailing the handover of the BCM program from the project team to the organization's internal teams. This should include knowledge transfer, documentation handover, training, operational readiness checks, and post-transition support to ensure continuity and sustainability of BCM processes.

Expected deliverables should include a comprehensive project management plan, detailed resource and capacity plan, documented transition plan, documented change management plan and supporting templates or schedules.

- **Program Maintenance & Continuous Improvement:**

The response should describe the methodology for developing a BCM improvement roadmap that prioritises enhancements based on risk assessments, lessons learned, exercise outcomes, and evolving business requirements. Bidders must outline strategies for ongoing program maintenance, including a remote and onsite support plan, periodic maintenance calls, and routine review of policies, plans, and procedures to ensure accuracy and applicability. Bidders should also describe the approach for conducting BCM maturity assessments to evaluate program effectiveness, identify gaps, benchmark against industry standards, and recommend targeted improvements. The methodology should include structured assessments, stakeholder engagement, scoring or rating mechanisms, and reporting of findings with actionable recommendations. Expected deliverables should include a documented BCM

improvement roadmap, remote and onsite maintenance plan, maintenance call schedules, BCM maturity assessment reports with findings and recommendations, and actionable improvement plans.

• **Provision of skills transfer Reference Letters**

This section refers to the bidder’s track record with similar clients. Specific details required are as follows:

- At least five (5) positive reference letters from large pension funds or financial services organisations of similar size and not older than five years.

□ All reference letters must:

- Be on the client’s official letterhead.
- Clearly state:
 - Client name.
 - Scope of services rendered.
 - Duration of the engagement.
 - Cost of the engagement.
 - Contact person’s name, designation, email address, and telephone number.

3.3. Price (Refer to SBD3.1)

The Pricing Proposal must be submitted separately and must include a detailed proposed breakdown of all fees.

(inclusive of overheads, VAT Bid Price in RSA Currency (R))

No.	Description	Year 1	Year 2	Year 3
1.	Program initiation and governance	R	R	R
2.	Business Impact Analysis (BIA)	R	R	R
3.	Enterprise Risk Assessment	R	R	R
4.	Continuity & Recovery Strategy Development	R	R	R
5.	Development of Plans and Procedures	R	R	R
6.	Training & Awareness	R	R	R
7.	Testing & Exercising	R	R	R
8.	Cybersecurity and AI integration	R	R	R
9.	Communication, monitoring and reporting	R	R	R
10.	Program Maintenance & Continuous Improvement	R	R	R

3.4. General Requirements

- Bidders must submit all required SBD forms, tax clearance, and B-BBEE certificates.
- Proposals must remain valid for at least 120 days.
- Late submissions will not be considered.
- All communication and queries must follow the instructions in the RFP.

4. 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. A conflict of interest assessment exercise, in relation to GEPF's main service providers, will also be performed. The outcome of these exercises will influence the conclusion of the bidding process and may affect the final recommendation of the 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.

5. General and technical enquiries

Enquiries:

Nokwanda Shoba

Supply Chain Management Specialist

E-mail: Tenders@gepf.co.za

Annexure A

(GEPF)

SCM

Standard Bid Document

SBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVERNMENT EMPLOYEES PENSION (GEPF)					
BID NUMBER	GEPF 05/2026	CLOSING DATE	15 MAY 2026	CLOSING TIME	12:00
DESCRIPTION	Business Continuity Management Services				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
34 HAMILTON STREET					
ARCADIA					
PRETORIA					
BIDDING PROCEDURE & TECHNICAL ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	NOKWANDA SHOBA				
TELEPHONE NUMBER	N/A				
FACSIMILE NUMBER	N/A				
E-MAIL ADDRESS	Tenders@gepf.co.za				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN	OR	CENTRAL SUPPLIER DATABASE No	MAAA	
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		BBBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> Yes <input type="checkbox"/> No

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. 1.2. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.3. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.4. THIS BID IS SUBJECT TO THE GEPF SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF THE CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF THE 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 GEPF 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 GEPF.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....
.....
.....

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

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

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

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

.....
.....
.....

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

2.8.1 If so, furnish particulars:

.....
.....
.....

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

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, 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 any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

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

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 Points for this bid shall be awarded for:

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

1.3.1 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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. 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

2..1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “**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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 ***“sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;***
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have

scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 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 comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 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

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 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 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

8.1.1 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		NO	
-----	--	----	--

(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		

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number :.....

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
 - (a) 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 *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 The 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.

SBD 9

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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Annexure B

(GEPF)

SCM

Special Conditions of Contract

Special Conditions 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 audit, 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: **15 May 2026**
- 1.1.3. Closing time: **12:00 pm.**

1.2. Validity of Bids

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

1.3. Compulsory briefing session

- 1.3.1. A virtual compulsory briefing session will take place on 30 April 2026 at 10:00am. Firms interested in submitting a bid must use the following MS Teams link to gain access to the briefing session meeting. Non-attendance of compulsory briefing session will render the bid non-responsive, refer to 1.7.2 below.
<https://teams.microsoft.com/meet/370827295718665?p=kjW52IISQWb9D8Xrv5>

1.4. Two-stage Bidding

For this bid, a two-stage bidding procedure will be used, under which first un-priced technical proposals on the basis of a conceptual design or performance specifications are invited. The price proposal will only be considered after the technical proposal has been confirmed as being competent and compliant.

- 1.4.1. Bidders are requested to submit their proposal in separate envelopes, with the technical proposal separated from the price proposal (SBD3.1) should be in a separate envelope constituting the pricing proposal.
- 1.4.2. A minimum number of four (4) (1 original and 3 copies) copies of the technical proposal are required. Pricing proposal four (4) proposals are required and USB.

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) Proof of attendance of compulsory briefing session.
 - b) A technical proposal
 - c) A pricing proposal
 - d) ISO 22301 Lead Auditor/Implementer qualification
- 1.7.2. If a bid is not acceptable, that is, it does not meet the requirements in 1.7.1 above, it will be considered unacceptable for further evaluation.
- 1.7.3. The bidder will not be permitted to correct or withdraw their proposals once they have been submitted unless upon the request by the GEPF.

1.8. Rejection of all Bids

- 1.8.1. GEPF reserves the right to reject 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.

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 GEPF 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.
- 1.26.

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

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.

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

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.

10.1. 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 the delivery note 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 (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.
- a. Notwithstanding any reference to mediation and/or court proceedings herein, 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.
- 27.5. 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.