

REQUEST FOR PROPOSAL (“RFP”)

APPOINTMENT OF A PANEL OF FIVE (05) SERVICE PROVIDERS FOR THE PROVISION OF GRAPHIC DESIGN SERVICES FOR A PERIOD OF THREE (03) YEARS



Bid Number	EWSETA/RFP/05/2024-25
Bid Scope	APPOINTMENT OF A PANEL OF FIVE (05) SERVICE PROVIDERS FOR THE PROVISION OF GRAPHIC DESIGN SERVICES FOR A PERIOD OF THREE (03) YEARS
Issue Date	MONDAY 31 MARCH 2025
Closing Date for submission of bids	MONDAY 05 MAY 2025 @11:00HRS
Inquiries (all inquiries should be in writing)	All inquiries should be sent to the below email address no later than end of business 25 April 2025 scmadmin@ewseta.org.za

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1. BACKGROUND INFORMATION

The Energy and Water Sector Education and Training Authority (EWSETA) is a statutory body established through the Skills Development Act No 97 of 1998 (the Act) to enable its stakeholders to advance the national and global position of the energy and water sector by facilitating the effective development of skills required to respond to related imperatives as envisaged in the National Development Plan (NDP).

The EWSETA is strategically positioned as an authority of skills development that effectively supports Government national plans and strategies. Furthermore, EWSETA is responsible for responding to the many skills-related needs of the sector and its respective labour markets. By carrying out its primary mandate, the EWSETA incrementally achieves skills development imperatives and related outcomes over the long term.

On an annual basis, the Energy and Water Sector Education and Training Authority (EWSETA) develops a procurement plan outlining all goods, services and works that need to be procured during the financial year to support the strategic imperatives of the organisation.

2. PURPOSE

The purpose of this request is to appoint a panel of five (05) qualified and experienced services providers for Graphic Design services over a three-year (03) period. The successful service providers will be required to develop various types of artworks for EWSETA's marketing, communication and stakeholder engagement initiatives.

3. SCOPE OF WORK

3.1 The appointed service providers will be responsible for the design and production of creative artwork, including but not limited to:

- **Social Media Content:** Creation of visually engaging artwork for various social media platforms (e.g., Facebook, Instagram, LinkedIn, Twitter).
- **Invitations:** Design of digital and printed invitations for EWSETA events, workshops, conferences, and meetings.
- **Posters and Flyers:** Design of posters, flyers, and other promotional materials for EWSETA events and campaigns.

- **Reports and Presentations:** Design and layout of reports, presentations, and other documents for internal and external use.
- **Brochures and Publications:** Design of brochures, booklets, newsletters, and other informational materials.
- **Event Branding:** Design of event collateral, such as banners, signage, and exhibition stands.
- **Web Banners:** Creation of digital banners for the EWSETA website and other digital platforms.
- **Corporate Stationery:** Design of business cards, letterheads, and other corporate stationery.
- **Custom Illustrations:** Development of custom illustrations, infographics, and visual content to support EWSETA messaging.
- **Ad Hoc Requirements:** Any other graphic design work as required by EWSETA to support various initiatives.

3.2 The expected deliverables include but are not limited to:

- High-quality, original artwork in appropriate formats (e.g., JPEG, PNG, PDF, AI).
- Designs that adhere to the EWSETA brand guidelines and values.
- Timely delivery of all artworks as per agreed timelines.
- Editable files for all work delivered (where applicable).

4. EVALUATION CRITERIA

4.1 Stage 1: Pre-Qualification Criteria

4.1.1 Submission of Compulsory Documents:

Prospective service providers must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

4.1.1.1 Prospective bidders are required to provide proof of registration with the Central Supplier Database by submitting the CSD report. In case of a Joint Venture, each party must provide proof of registration with CSD. Individual consultants are also required to be registered on CSD in their individual capacity and proof of registration must be submitted.

- 4.1.1.2 Completed and signed Standard Bidding Documents attached to the bid.
- 4.1.1.3 In case of a Joint Venture, a written agreement between the parties which must clearly set out the roles and responsibilities of each member and include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.

4.1.2 Non-compulsory documents

Prospective service providers must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria may be disqualified.

- 4.1.1.4 Submit a valid Tax Clearance Certificate/ Tax Pin Certified copy of B-BBEE Certificate. A prospective service provider must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is therefore a condition of this bid that the tax matters of the bidder be in order at the time of award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.
- 4.1.1.5 A Joint Venture will qualify for the B-BBEE status level as a legal entity, provided that the legal entity submits their B-BBEE status level certificate. Failure on the part of the bidder to comply with the above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0) points.

4.2 Stage 2 – Functionality evaluation

An assessment of Functionality will be based on the evaluation criteria noted in the table below. Each of the evaluation criteria in the table will carry a weighting as indicated, and the bidder will be required to score a minimum of 75 points (out of the 100 points), i.e. 75%, for Functionality in order to qualify and proceed to Stage 3 of the evaluation process.

CITERIA

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

Functionality Requirement	Scoring	Scoring
Company Profile A company profile that details company overview, five (05) years of experience, summary of past work and relevant experience, expertise in providing innovative Graphic Design Services. Design company must be located in South Africa.	Company profile includes all the relevant details listed = 20 points Company profile partially covers all listed details = 10 points Company profile does not cover any of the listed details = 0 points	20 Points
Reference letters Service providers must submit reference letters from five different clients for graphic design services successfully completed or ongoing projects. These letters must meet the following criteria: <ol style="list-style-type: none"> Age of Letters: Each reference letter must not be older than five years. Content Details: Letters must be on the letterhead of the serviced client and include the following: <ol style="list-style-type: none"> Name of the client Title and description of the related work conducted Year(s) the work was conducted and completed Name and contact details of a contactable reference 	5 or more relevant reference letters attached = 30 points 4 relevant reference letter attached = 20 points 3 relevant reference letter attached = 10 points 2 relevant reference letter attached = 5 points No or unsatisfactory reference letter(s) attached = 0 points	30 points

<p>e. Signature of the appropriate delegate</p> <p>3. Work Validity: Only references indicating successful delivery of services will be accepted. EWSETA reserves the right to contact the referees to verify the content of the reference letters.</p>		
<p>Key Personnel and Qualifications (Creative Director)</p> <p><i>Bidders must attach a detailed CV of key personal (graphic designer) and relevant certified copies of highest qualifications/certificate. Certification may not be older than 6 months. Uncertified qualifications/professional certificates will not be accepted as authentic. Foreign qualifications are required to be accompanied by a SAQA evaluation.</i></p>	<p>CV indicating 8+ years' experience in graphic design = 10 points</p> <p>CV indicating 5 – 7years' experience in graphic design = 5 points</p> <p>CV indicating less than 5 years in graphic design = 0 points</p> <p>Relevant certified certification/qualification (Degree NQF L8 or Diploma NQF L7 in Graphic Design, Visual Communication, or Fine Arts</p> <p>Proficiency in industry-standard tools such as:</p> <ul style="list-style-type: none"> • Adobe Creative Suite (Photoshop, Illustrator, InDesign, After Effects) • CorelDRAW • Figma, Sketch, or Adobe XD (for UI/UX design) • Certifications from Adobe (Adobe Certified Expert - ACE) or similar bodies add credibility. = 10 points <p>Branding & Marketing: Courses in branding strategy, social media marketing, or digital marketing related field/higher = 10 points</p> <p>Irrelevant/less certification/qualification = 0 points</p>	<p>30</p>

TOTAL		80
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Example 1: Recommended CV format that should be submitted by the bidders

Brief background of overall experience: Provide a concise overview of your total years of experience, core skills, and key achievements in your career.	Detailed timeline and positions taken in the current and past employment: List your employment history in reverse chronological order, detailing job titles, employers, dates of employment, and responsibilities/achievements for each role.	List of Projects undertaken in the past years: Include key projects, specifying the project title, client/company, duration, and your role/contributions. Nature of project and involvement: For each project, describe the objective, your specific role, skills used, and challenges overcome.
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4.3 Stage 3: Pricing and Preference Points Stage

- 4.3.1 The applicable preference point system for this tender is the 80/20 preference points system; 80 points are awarded for price and 20 points are awarded for specific goals.
- 4.3.2 The points scored in respect of specific goals will be added to the points scored for price.
- 4.3.3 The following formula will be used to calculate the points for Price:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

4.4 Points awarded for specific goals.

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

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

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

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

B-BBEE Status Level of contributor	Number of points 80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.4.1 Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.
- 4.4.2 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified but may only score point out of 80 for price; and scores 0 points out of 20 for B-BBEE.
- 4.4.3 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bidder.
- 4.4.4 A bidder will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that

such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.5 Financial Proposal

Financial proposals will be compared on the basis of their total amount inclusive of VAT and all other related costs. **Bidders are required to submit financial proposals as per the table below on a company letterhead in a separate envelope clearly marked Financial Proposal.**

Item Description	Costing (Excl. VAT) Year 1	Costing (Excl. VAT) Year 3	Costing (Excl. VAT) Year 3
• Hourly Rate for Design of artwork	R	R	R
• Monthly Rate for Design of artwork	R	R	R
TOTAL EXCL. VAT	R	R	R
VAT @ 15%	R	R	R
TOTAL INCL. VAT	R	R	R

Pricing schedule is compulsory and failure to complete same in prescribed manner as per alterations may result in disqualification of the bid during the financial evaluation process.

Only firm prices will be accepted, however, EWSETA accepts that annually the design and printing requirements may be amended based on the final approved design concepts and therefore, the quoted prices will be reviewed annually to ensure the quality of deliverables are still met at the stated prices. Non-firm prices will not be considered. Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement

The service provider will be responsible for their own travel expenses to the place of duty at EWSETA offices located at 22 Wellington Road, Parktown. For assignments outside of Gauteng, EWSETA will endeavour to make all the necessary travel arrangements when required

5. NOTES TO BIDDERS

Outlined below are basic requirements that each bid must comply with. Failure of any bid to meet any or all of these requirements may disqualify such a bid from the evaluation process:

- 5.1 Prospective bidders must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is therefore a condition of this bid that the tax matters of the bidder be in order at the time of award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.
- 5.2 The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- 5.3 Bids received late shall not be considered any circumstances. A bid will be considered late if it arrives after 11h00 on/after the closing date.
- 5.4 EWSETA does not bind itself into making an appointment from proposals and offers received.
- 5.5 EWSETA reserves the right, at its sole discretion, to cancel this request for proposals, presentations and price or not to make any appointment at all.
- 5.6 EWSETA will not make upfront payments.
- 5.7 Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded.
- 5.8 The successful bidder will be informed of the outcome. A contract will only be deemed to be concluded when reduced to writing and signed by the designated responsible person of both parties (duly authorised). The designated responsible person of the EWSETA is the Chief Executive Officer or his written authorised delegate.
- 5.9 A probation period of 90 days will apply to the agreement.
- 5.10 The EWSETA undertakes to pay valid invoices in full within 30 (thirty) days if all supporting documents are submitted.
- 5.11 Bidders are required to submit a valid proof of banking details attached to their submission.
- 5.12 Bidders are required to submit a valid proof of banking details attached to their submission.
- 5.13 The service level agreement will be reviewed annually upon anniversary date.
- 5.14 Please note that any plagiarism of any sort contained within any bid, or any other documents submitted to the EWSETA by any bidder will result in the disqualification of the respective bidder.
- 5.15 EWSETA may request clarification or further information regarding any aspect of the bidder. The bidder must provide the requested information within forty-eight (48) hours after the request has been made; otherwise, the bidder may be disqualified.
- 5.16 Nothing as stipulated in these Terms of Reference may be amended without the written confirmation of the Chief Executive Officer of EWSETA or his/her delegated authority.
- 5.17 Any possible staff changes during the engagement must be done in consultation with and approval of EWSETA.
- 5.18 EWSETA undertakes to pay within thirty (30) days of presentation of a duly completed tax invoice and supporting documents if required by EWSETA

- 5.19 Scheduled outages, after hours or weekends. Must be part of total costs and NOT additional cost.
- 5.20 The proposed graphic designer and copywriter cannot be changed during the engagement. In the event of a change, prior approval will be required from EWSETA
- 5.21 The service provider including its staff must always adhere to the EWSETA employee code of conduct.

6. SUB-CONTRACTING

A tenderer will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for unless the intended sub-contractor is an exempted micro-enterprise that has the capability and ability to execute the sub-contract.

7. SUBMISSION OF BIDS

Bidders are required to submit **ONE original plus two copies and an electronic copy on a USB** of the bid document which should be hand delivered to the following address:

EWSETA, Ground Floor, Lombard Building, 22 Wellington Road, Parktown, 2193

Bidders are required to submit **ONE original plus two copies and an electronic copy on a USB** of the bid document which should be hand delivered to the following address;

EWSETA, 22 Wellington Road Parktown, 2193

The Bid number, Title of the bid, and name of the bidder must be endorsed on the envelope: Bidders are required to submit their proposals in two (2) sealed envelopes in the following format:

Envelope 1: Technical Proposal

Marked with the name of the bidder, contact details, company address, closing date, and Titled: Technical Proposal for EWSETA Tender No: EWSETA/RFP/05/2024-5

Envelope 2: Price Proposal:

Marked with name of bidder, contact details, company address closing date, and clearly titled indicating tender number EWSETA/RFP/05/2024-5

It must contain the price proposal and valid BEE certificate for EWSETA Tender No: EWSETA/RFP/05/2024-5

8. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **Monday May 2025 not later than 11:00 HRS**. Please note that no late proposals will be considered.

9. TENDER VALIDITY

This RFP shall be valid for 90 days calculated from Bid closing date.

10. FRAUD HOT-LINE

EWSETA subscribes to fair and just administrative processes. EWSETA therefore urges its clients, suppliers, and the general public to report any fraud or corruption to:

EWSETA VUVUZELA FRAUD AND ETHICS HOTLINE

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

11. ANNEXURE 1 – SBD4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES / NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/directors/trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in the table below.

	Full Name	Identity Number	Name of State institution
2.2			

Do you, or any person connected with the bidder, have a relationship with any person

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

who is employed by the procuring institution?

YES / NO

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, or prices, including methods, factors, or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

² 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.

- 3.4 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.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

12. ANNEXURE 2 - EWSETA GENERAL CONDITIONS OF CONTRACT

General

EWSETA and the Supplier enter an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

Conditions

These conditions form the basis of the contract between EWSETA and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by EWSETA. No servant or agent of EWSETA has authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by EWSETA in the order/contract.

Price and payment

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract. The Supplier may be paid in one currency other than South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. EWSETA pays for the item within 30 days of receipt of the Supplier's correct tax invoice.

Delivery and documents

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract. Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract. No payment is made if the Supplier does not provide the item as stated in order/contract.

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to EWSETA at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to EWSETA a detailed priced invoice as soon as is reasonably practical after dispatch of

the items, and states on all communications in respect of the order the order number and code number (if any).

Containers / packing material

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

Title and risk

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to EWSETA when accepted by EWSET

Rejection

If the Supplier fails to comply with his obligations under the order/contract, EWSETA may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, EWSETA may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to EWSETA.

In the case of service, the Supplier corrects non-conformances as indicated by EWSETA.

Warranty

Without prejudice to any other rights of EWSETA under these conditions, the Supplier warrants that the items are in accordance with EWSETA's requirements and fit for the purpose for which they are intended and will remain free from defects for a period of one year(unless another period is stated in the Order) from acceptance of the items by EWSETA.

Indemnity

The Supplier indemnifies EWSETA against all actions, suits, claims, demands, costs, charges, and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents, or servants, or from the Supplier's defective design, materials, or workmanship.

The Supplier indemnifies EWSETA against claims, proceedings, compensation, and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by EWSETA.

Assignment and sub-contracting

The Supplier may not assign or subcontract any part of this order/contract without the written consent of EWSETA.

Termination

EWSETA may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to EWSETA):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of EWSETA, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

Governing law

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.