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Government Pensions Administration Agency

(GPAA)

**:**

**Request for proposals for: supply, delivery and maintenance of document scanners for GPAA.**



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

34 HAMILTON STR

PRETORIA ARCADIA

PENSION ADMINISTRATION BUILDING

General Enquiries: Mr William Ramoroka-mail: william.ramoroka@gpaa.gov.za

**TERMS OF REFERENCE**

**INTRODUCTION**

The Government Pensions Administration Agency (GPAA) was established in 2010, in terms of section 7A (4) of the Public Service Act of 1994. GPAA serves its customers and stakeholders at 34 Hamilton Street in Pretoria. GPAA has 16 other offices in all nine provinces.

**PURPOSE**

A service provider is required to provide twenty-one (21) medium and high volume scanners including regular maintenance, support and break/fix services for a period of three (3) years, with the option to extend for an additional two years’ period, reviewed annually.

**REQUIRED EQUIPMENT**

|  |  |
| --- | --- |
| **MAKE/MODEL** | **QUANTITY** |
| Kodak i2900 or similar | 17 |
| Kodak i4250 or similar | 4 |

The service consists of:

**Provision of equipment** – Equipment to be provided to the GPAA as specified.

The GPAA procures the equipment outright.

**Service component** – Service, support, maintenance and Break/Fix as required.

A Service Level Agreement will be entered into between the service provider and the GPAA; this will include the response and resolution times and the frequency.

Expected service level is four (4) hours response time from logging a call with the service provider. Resolution is expected by close of business of the next business day.

Where resolution cannot be concluded by close of business of the next business day, a similar loan scanner must be provided until issue is resolved.

**PROVISION OF EQUIPMENT**

Scanners to be provided by the successful bidder as detailed in the table above containing the product model & numbers mentioned above.

Scanners as well as all necessary cables must be provided.

Scanners to be delivered to the GPAA head office at 34 Hamilton Street, Arcadia, Pretoria for registration purposes. Scanners must then be delivered and installed at the various regional offices as per the table below. Actual addresses for the regional offices will be provided to the successful bidder.

The successful bidder must assist with the configuration of the scanners and connection of the scanners to the PCs controlling them.

**SERVICE SUPPORT, MAINTENANCE AND BREAK/FIX**

The Service, Support & Maintenance component includes the following:

* Scanner service at a frequency provided in the table below per scanner and location.
* Line support, up to 5 calls per month per scanner.
* Should a scanner break beyond economical fix, the scanner must be replaced with a replacement scanner of an identical model.
* Service to be provided during business days, preferably between 09:00 am and 11:00 am.
* Break/fix work as required.
* Service will be provided for a period of 36 months. Thereafter, the GPAA will have the option to renew this service for an additional 24 months. The GPAA will have the choice to terminate the additional service period after completing 12 months of additional service.
* Payment for this service will be monthly in advance.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Location** | **Quantity** | **Model**  | **Maintenance Frequency** |
| 1 | Bisho | 1 | Kodak i2900 or Similar | Monthly |
| 2 | Port Elizabeth | 1 | Kodak i2900 or Similar | Monthly |
| 3 | Umtata | 1 | Kodak i2900 or Similar | Monthly |
| 4 | Bloemfontein | 1 | Kodak i2900 or Similar | Monthly |
| 5 | Johannesburg | 1 | Kodak i2900 or Similar | Monthly |
| 6 | Durban | 1 | Kodak i2900 or Similar | Monthly |
| 7 | Pietermaritzburg | 1 | Kodak i2900 or Similar | Monthly |
| 8 | Polokwane | 1 | Kodak i2900 or Similar | Monthly |
| 9 | Nelspruit | 1 | Kodak i2900 or Similar | Monthly |
| 10 | Mafikeng | 1 | Kodak i2900 or Similar | Monthly |
| 11 | Kimberley | 1 | Kodak i2900 or Similar | Monthly |
| 12 | Cape Town | 1 | Kodak i2900 or Similar | Monthly |
| 13 | Thohoyandou | 1 | Kodak i2900 or Similar | Monthly |
| 14 | Phuthaditjaba | 1 | Kodak i2900 or Similar | Monthly |
| 15 | Rustenburg | 1 | Kodak i2900 or Similar | Monthly |
| 16 | Pretoria (Trevenna) | 2 | Kodak i2900 or Similar | Monthly |
| 17 | Pretoria | 4 | Kodak i4250 or Similar | Bi-weekly (Once every two weeks) |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item No** | **Description** | **Qty** | **Unit Price (15% VAT Incl.)** | **Total Price (15% VAT Incl.)** |
| 1 | Supply of document scanners (model Kodak i4500 or similar) as per table above. | 4 |  |  |
| 2 | Supply of document scanners (model Kodak i2900 or similar) as per table above. | 17 |  |  |
| 3 | Monthly Maintenance and support on document scanners (model Kodak i2900 or similar) as per table above. | 17 \* 36 |  |  |
| 4 | Bi-Weekly (Once every two weeks) Maintenance and support of document scanners (model Kodak i2900 or similar) as per table above. | 4 \* 36 |  |  |
| 5 | Monthly Maintenance and support on document scanners (model Kodak i2900 or similar) as per table above for year 4. (To be exercised at GPAA’s discretion) | 17 \* 12 |  |  |
| 6 | Bi-Weekly (Once every two weeks) Maintenance and support of document scanners (model Kodak i2900 or similar) as per table above for year 4. (To be exercised at GPAA’s discretion) | 4 \* 12 |  |  |
| 7 | Monthly Maintenance and support on document scanners (model Kodak i2900 or similar) as per table above for year 5. (To be exercised at GPAA’s discretion) | 17 \* 12 |  |  |
| 8 | Bi-Weekly (Once every two weeks) Maintenance and support of document scanners (model Kodak i2900 or similar) as per table above for year 5. (To be exercised at GPAA’s discretion) | 4 \* 12 |  |  |

**SBD1**

**PART A**

**INVITATION TO BID**

|  |
| --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVERNMENT PENSION ADMINISTRATION AGENCY (GPAA)** |
| BID NUMBER | **GPAA 15/2019** | CLOSING DATE | **29 July 2019** | CLOSING TIME | **11:00 am** |
| DESCRIPTION | **Supply, delivery and maintenance of document scanners for GPAA** |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** |
| **34 HAMILTON STREET** |
| **ARCADIA** |
| **PRETORIA** |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO** |
| CONTACT PERSON | **WILLIAM RAMOROKA** | CONTACT PERSON |  |
| TELEPHONE NUMBER | **N/A** | TELEPHONE NUMBER |  |
| FACSIMILE NUMBER | **N/A** | FACSIMILE NUMBER |  |
| E-MAIL ADDRESS | **William.ramoroka@gpaa.gov.za** | E-MAIL ADDRESS |  |
| **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][ ]  Yes [ ]  No | BBBEE STATUS LEVEL SWORN AFFIDAVIT  | [TICK APPLICABLE BOX][ ]  Yes [ ]  No |

|  |
| --- |
| ***A BBBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR BBBEE]*** |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | [ ]  Yes [ ]  No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | [ ]  Yes [ ]  No[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? |  [ ]  Yes [ ]  No |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? |  [ ]  Yes [ ]  No |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? |  [ ]  Yes [ ]  No |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? |  [ ]  Yes [ ]  No |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? |  [ ]  Yes [ ]  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. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS.
	2. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
	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.**
	4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
	5. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
 |
| 1. **TAX COMPLIANCE REQUIREMENTS**
 |
| 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://www.sars.gov.za).
4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”
 |

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID**.

SIGNATURE OF BIDDER: …………………………………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: …………………………………..

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

DATE: …………………………………….

**SBD 3.1**

**GPAA HEAD OFFICE - PRICING SCHEDULE – FIRM PRICES**

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

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

Name of bidder…………………………………… Bid number: **GPAA 15/2019** Closing date **29 July 2019 at 11h00**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item No** | **Description** | **Qty** | **Unit Price (15% VAT Incl.)** | **Total Price (15% VAT Incl.)** |
| 1 | Supply of document scanners (model Kodak i4500 or similar) as per table above. | 4 | **R** | **R** |
| 2 | Supply of document scanners (model Kodak i2900 or similar) as per table above. | 17 | **R** | **R** |
| 3 | Monthly Maintenance and support on document scanners (model Kodak i2900 or similar) as per table above. | 17 \* 36 | **R** | **R** |
| 4 | Bi-Weekly (Once every two weeks) Maintenance and support of document scanners (model Kodak i2900 or similar) as per table above. | 4 \* 36 | **R** | **R** |
| 5 | Monthly Maintenance and support on document scanners (model Kodak i2900 or similar) as per table above for year 4. (To be exercised at GPAA’s discretion) | 17 \* 12 | **R** | **R** |
| 6 | Bi-Weekly (Once every two weeks) Maintenance and support of document scanners (model Kodak i2900 or similar) as per table above for year 4. (To be exercised at GPAA’s discretion) | 4 \* 12 | **R** | **R** |
| 7 | Monthly Maintenance and support on document scanners (model Kodak i2900 or similar) as per table above for year 5. (To be exercised at GPAA’s discretion) | 17 \* 12 | **R** | **R** |
| 8 | Bi-Weekly (Once every two weeks) Maintenance and support of document scanners (model Kodak i2900 or similar) as per table above for year 5. (To be exercised at GPAA’s discretion) | 4 \* 12 | **R** | **R** |
| 9 | **GRAND TOTAL MAINTENANCE & VAT INCLUDED** | **R** |

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

Required by: ………………………………….

At: ………………………………….

Brand and model ………………………………….

Country of origin ………………………………….

Does offer comply with specification? \*YES/NO

If not to specification, indicate deviation(s) ………………………………….

Period required for delivery ………………………………….

\*Delivery: \*FIRM/NOT FIRM

Delivery basis ………………………………….

**Note: All delivery costs must be included in the bid price, for delivery and servicing the scanners at the prescribed destinations.**

SBD 4

**DECLARATION OF INTEREST**

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

* bidder is employed by the state; and/or
* legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
1. **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: ………………………………………………………………….…………….

* 1. Identity Number: ………………………………………………………………………………………………..............................
	2. Position occupied in the Company (director, trustee, shareholder², member): ………………………………………………
	3. Registration number of company, enterprise, close corporation, partnership agreement or trust: …………………………
	4. Tax Reference Number: …………………………………………………………………………………………………………….
	5. VAT Registration Number: ……………………………………………………………………………….....................................
	6. 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.

* 1. Are you or any person connected with the bidder presently employed by the state? [ ]  Yes [ ]  No

**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: ……………………………………………………………………………….

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

……………………………………………………………………………….

……………………………………………………………………………….

* 1. If you are presently employed by the state, did you obtain the appropriate authority to [ ]  Yes [ ]  No

 undertake remunerative work outside employment in the public sector?

**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).*

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

……………………………………………………………………………………………………………………

…………………………………………………………………………………………………………………...

…………………………………………………………………………………………………………………...

* 1. Did you or your spouse, or any of the company’s directors / trustees / shareholders / [ ]  Yes [ ]  No

 members or their spouses conduct business with the state in the previous twelve months?

**If so**, furnish particulars:

……………………………………………………………………………………………………………………..

……………………………………………………………………………………………………………………..

………………………………………………………………….......................................................................

* 1. Do you, or any person connected with the bidder, have any relationship (family, friend, other) [ ]  Yes [ ]  No

 with a person employed by thestate and who may be involved with the evaluation and

 or adjudication of this bid?

**If so**, furnish particulars:

……………………………………………………………………………………………………………………..

……………………………………………………………………………………………………………………..

………………………………………………………………….......................................................................

* 1. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) [ ]  Yes [ ]  No

 between any other bidder and any person employed by the state who may be involved

 with the evaluation and or adjudication of this bid?

 **If so**, furnish particulars**.**

……………………………………………………………………………………………………………………..

……………………………………………………………………………………………………………………..

………………………………………………………………….......................................................................

* 1. Do you or any of the directors / trustees / shareholders / members of the company have [ ]  Yes [ ]  No

 any interest in any other related companies whether or not they are bidding for this contract?

 **If so**, furnish particulars:

……………………………………………………………………………………………………………………..

……………………………………………………………………………………………………………………..

………………………………………………………………….......................................................................

1. **FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Full Name** | **Identity Number** | **Personal Income Tax Reference Number** | **State Employee Number / Persal Number**  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

# 4 DECLARATION

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…………………………………………………….. …………………………………………..…………

SIGNATURE DATE

………………………………………………….… ……………………………………………………..

NAME OF BIDDER POSITION

**SBD 6.1**

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

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

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

1. **GENERAL CONDITIONS**
	1. The following preference point systems are applicable to all bids:
* the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
* the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
	1. The value of this bid is estimated to
		1. **exceed** / **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
		2. either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).
	2. Points for this bid shall be awarded for:
* Price; and
* BBBEE Status Level of Contributor.
	1. The maximum points for this bid are allocated as follows:

|  |  |
| --- | --- |
|  | **POINTS** |
| PRICE | 80 |
| BBBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| **Total points for Price and BBBEE must not exceed** | **100** |

* 1. Failure on the part of a bidder to submit proof of BBBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for BBBEE status level of contribution are not claimed.
	2. 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.
1. **DEFINITIONS**
	1. **“BBBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
	2. “**BBBEE status level of contributor”** means the BBBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
	3. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

**SBD 6.1**

* 1. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
	2. **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of th0.1..e Broad-Based Black Economic Empowerment Act;
	3. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
	4. **“prices”** includes all applicable taxes less all unconditional discounts;
	5. **“proof of BBBEE status level of contributor”** means:
* BBBEE Status level certificate issued by an authorized body or person;
* A sworn affidavit as prescribed by the BBBEE Codes of Good Practice;
* Any other requirement prescribed in terms of the BBBEE Act;
	1. **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
	2. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
1. **POINTS AWARDED FOR PRICE**

**THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM:**

A maximum of 80 or 90 points is allocated for price on the following basis:

 **80/20 or 90/10**

 **** or ****

 Where

 Ps = Points scored for price of bid under consideration

 Pt = Price of bid under consideration

 Pmin = Price of lowest acceptable bid

1. **POINTS AWARDED FOR BBBEE STATUS LEVEL OF CONTRIBUTOR**
	1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the BBBEE status level of contribution in accordance with the table below:

| **BBBEE Status Level of Contributor** | **Number of points****(90/10 system)** | **Number of points****(80/20 system)** |
| --- | --- | --- |
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

1. **BID DECLARATION**

Bidders who claim points in respect of BBBEE Status Level of Contribution must complete the following:

**BBBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1:**

BBBEE Status Level of Contributor: ………. = ……… (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of BBBEE status level of contributor.

1. **SUB-CONTRACTING**
	1. Will any portion of the contract be sub-contracted? (*Tick applicable box*)

 [ ]  Yes [ ]  No

**If yes**, indicate:

1. What percentage of the contract will be subcontracted ………%
2. The name of the sub-contractor: …………………………………………………………..
3. The BBBEE status level of the sub-contractor: …......................................……………..
4. Whether the sub-contractor is an EME or QSE *(Tick applicable box*)

[ ]  Yes [ ]  No

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

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

**SBD 6.1**

1. **DECLARATION WITH REGARD TO COMPANY/FIRM**
	1. Name of company/firm:…………………………………………………………………………….
	2. VAT registration number:……………………………………….…………………………………
	3. Company registration number:…………….……………………….…………………………….
	4. TYPE OF COMPANY/ FIRM *(Tick applicable box*)

 Partnership/Joint Venture / Consortium

 One person business/sole propriety

 Close corporation

 Company

 (Pty) Limited

* 1. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

 ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

* 1. COMPANY CLASSIFICATION *(Tick applicable box*)

 Manufacturer

 Supplier

 Professional service provider

 Other service providers, e.g. transporter, etc.

* 1. Total number of years the company/firm has been in business: ……………………………
	2. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
1. the information furnished is true and correct;
2. the preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. in the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct; and
4. if the BBBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have to:
* disqualify the person from the bidding process;
* recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
* 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;
* recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
* forward the matter for criminal prosecution.

**SBD 6.1**

WITNESSES

1. …………………………………….…………………..
2. ……………………………………………………..…

……………………………………………………………...….

SIGNATURE(S) OF BIDDERS(S)

DATE: ……………………………………………

ADDRESS ……………………………………………

 ……………………………………………

 ……………………………………………

 …………………………………..

**SBD8**

**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:
4. abused the institution’s supply chain management system;
5. committed fraud or any other improper conduct in relation to such system; or
6. Failed to perform on any previous contract.
7. **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 *audi alteram partem* rule was applied). | Yes[ ]  | No[ ]  |
|  | **If so**, furnish particulars: |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?**To access this Register, open the National Treasury’s website,** [**www.treasury.gov.za**](http://www.treasury.gov.za)**, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.**  | Yes[ ]  | No[ ]  |
|  | **If so**, furnish particulars: |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes[ ]  | No[ ]  |
|  | **If so**, furnish particulars: |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes[ ]  | No[ ]  |
|  | **If so**, furnish particulars: |

# 4 DECLARATION

I, THE UNDERSIGNED (NAME) …………………………………………… HEREBY 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

………………………………………………….… ……………………………………………………..

NAME OF BIDDER POSITION

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

1. 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.
2. 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 **the GPAA** *(Name of Institution)* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: ……………………………………………………………………………………………………………………………

*(Name of Bidder) that:*

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised 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 authorised 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 organisation, other than the bidder, whether or not affiliated with the bidder, who:
6. 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.

1. 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.
2. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
3. prices;
4. 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.

1. 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.
2. 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.

**SBD 9**

1. 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

………………………………………………….… ……………………………………………………..

NAME OF BIDDER POSITION

|  |
| --- |
| GPAA LOGO |

|  |
| --- |
|  |

Government Pensions

**Administration Agency (GPAA)**

**SCM**

***General Conditions of Contract***

**GPAA PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

The purpose of this Annexure is to:

1. Draw special attention to certain general conditions applicable to GPAA bids, contracts and orders; and
2. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with GPAA.

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
33. **DEFINITIONS**

The following terms shall be interpreted as indicated:

* 1. “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids.
	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. “**Contract price**” means the price payable to the supplier under the contract for the full and proper

 performance of his contractual obligations.

* 1. “**Corrupt practice**” means the offering, giving, receiving, or soliciting of anything of value to

 influence the action of a public employee in the procurement process or in contract execution.

* 1. "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidized by its GEPF

 and encouraged to market its products internationally.

* 1. “**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. “**Day**” means calendar day.
	2. “**Delivery**” means delivery in compliance of the conditions of the contract or order.
	3. “**Delivery ex stock**” means immediate delivery directly from stock actually on hand.
	4. “**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. "**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. ”**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. “**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. “**GCC**” means the General Conditions of Contract.
	2. “**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. “**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. “**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. “**Manufacture**” means the production of products in a factory using labour, materials, components

 and machinery and includes other related value-adding activities.

* 1. “**Order**” means an employee written order issued for the supply of goods for works or the rendering

 of a service.

* 1. “**Project site**,” where applicable, means the place indicated in bidding documents.
	2. “**Purchaser**” means the organization purchasing the goods.
	3. “**Republic**” means the Republic of South Africa.
	4. “**SCC**” means the Special Conditions of Contract.
	5. “**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. “Written” or “in writing” means handwritten in ink or any form of 96 electronic or mechanical writing.
1. **APPLICATION**
	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.

* 1. Where applicable, special conditions of contract are also laid down to cover specific supplies, services

or works.

* 1. Where such special conditions of contract are in conflict with these general conditions, the special conditions

 shall apply.

1. **GENERAL**
	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.

* 1. 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.

1. **STANDARDS**
	1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
2. 10 **USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION**
	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.

* 1. 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.

* 1. 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.

* 1. 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.

1. 11 **PATENT RIGHTS**
	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.

1. 12 **PERFORMANCE**
	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.

* 1. 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.

* 1. 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:

* + 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

12.3.2 A cashier’s or certified cheque

* 1. 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.

1. 13 **INSPECTIONS, TESTS AND ANALYSES**
	1. All pre-bidding testing will be for the account of the bidder.
	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.

* 1. 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.

* 1. 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.

* 1. 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.

* 1. 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.

* 1. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if

found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and

forthwith substitute them with supplies which do comply with the requirements of the contract. Failing

such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier

fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further

opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the

expense of the supplier.

* 1. 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.

1. 14 **PACKING**
	1. The supplier shall provide such packing of the goods as is required to prevent their damage or

deterioration during transit to their final destination, as indicated in the contract. The packing shall be

sufficient to withstand, without limitation, rough handling during transit and exposure to extreme

temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall

take into consideration, where appropriate, the remoteness of the goods’ final destination and the

absence of heavy handling facilities at all points in transit.

* 1. 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.

1. 15 **DELIVERY OF DOCUMENTS**
	1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract.

The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

* 1. Documents to be submitted by the supplier are specified in SCC.
1.
2. 16 **INSURANCE**
	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.

1. 18 **TRANSPORTATION**
	1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
2. 20 **INCIDENTAL SERVICES**
	1. The supplier may be required to provide any or all of the following services, including additional services,

if any, specified in SCC:

1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;
3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied

goods;

1. 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

1. 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.

* 1. 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.

1. 21 **SPARE PARTS**
	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:

1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election

shall not relieve the supplier of any warranty obligations under the contract; and

1. in the event of termination of production of the spare parts:
2. Advance notification to the purchaser of the pending termination, in sufficient time to permit the

purchaser to procure needed requirements; and

1. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings,

and specifications of the spare parts, if requested.

1. 22 **WARRANTY**
	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.

* 1. 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.

* 1. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
	2. 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.

* 1. 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.

* 1. 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.

1. **PAYMENT**

21.1 The method and conditions of payment to be made to the supplier under this contract shall be specified

in SCC.

21.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and

upon fulfilment of other obligations stipulated in the contract.

21.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after

submission of an invoice or claim by the supplier.

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

1. **PRICES**

22.1 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.

1. **CONTRACT AMENDMENTS**

23.1 No variation in or modification of the terms of the contract shall be made except by written amendment

signed by the parties concerned.

1. **ASSIGNMENT**

24.1 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.

1. **SUBCONTRACTS**

25.1 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.

1. **DELAYS IN THE SUPPLIERS PERFORMANCE**

26.1 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.

26.2 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.

26.3 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.

26.4 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.

26.5 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.

26.7 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.

1. **PENALTIES**

27.1 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.

1. **TERMINATION FOR DEFAULT**

28.1 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:

1. 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;

1. If the Supplier fails to perform any other obligation(s) under the contract; or
2. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent

 practices in competing for or in executing the contract.

28.2 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.

1.
2. **ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

**29.1** 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.

1. **FORCE MAJEURE**

**30.1** 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.

**31.1** 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.

1. 32 **TERMINATION FOR INSOLVENCY**

**32.1** 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.

1. 33 **SETTLEMENT OF DISPUTES**

**33.1** 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.

**33.2** 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.

**34.1** Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African

court of law.

**34.2** Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

**34.3** Notwithstanding any reference to mediation and/or court proceedings herein,

1. The parties shall continue to perform their respective obligations under the contract unless they

otherwise agree; and

1. The purchaser shall pay the supplier any monies due the supplier.

**35.** Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to

 Clause 6.

1. **36 LIMITATION OF LIABILITY**

**36.1** 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.

**36.2** 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.

1. 37 **GOVERNING LANGUAGE**

**37.1** 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.

1. 38 **APPLICABLE LAW**

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

1. 39 **NOTICES**

**39.1** 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.

**39.2** 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.

1. 40 **TAXES AND DUTIES**

**40.1** A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such

levies imposed outside the purchaser’s country.

**40.2** A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery

of the contracted goods to the purchaser.

**40.3** No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, GPAA 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.