



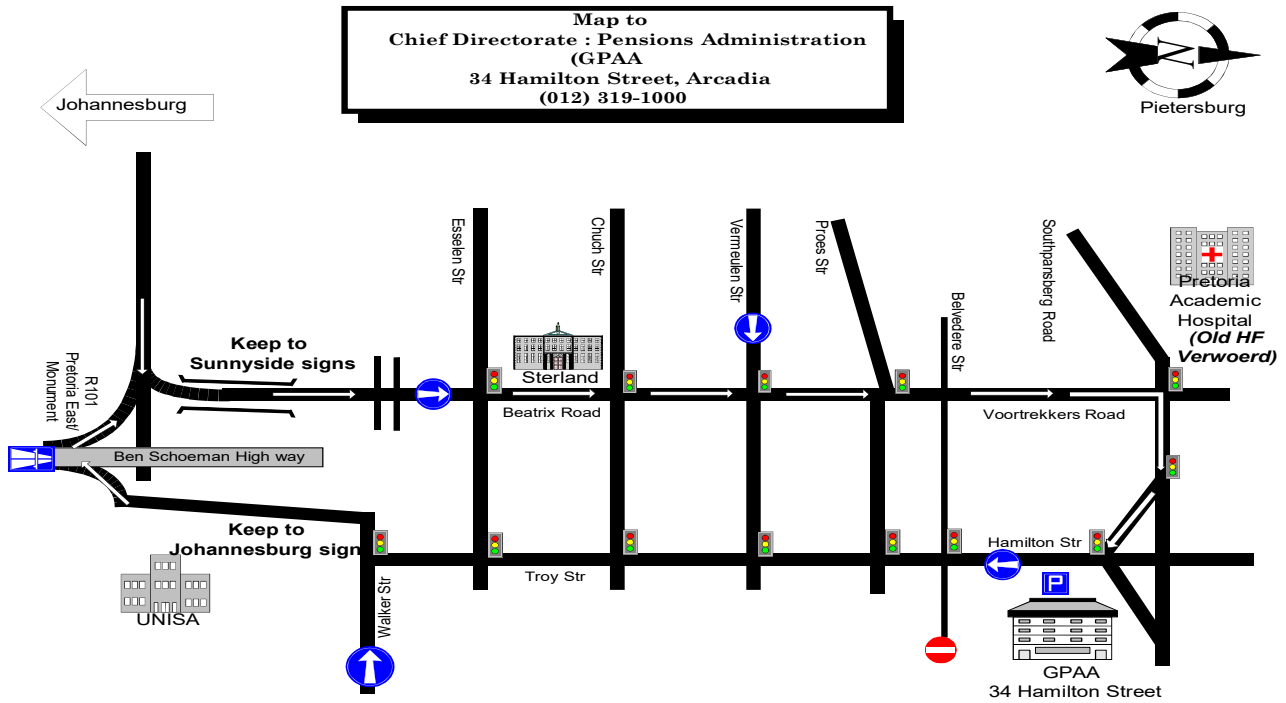
the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

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Government Pensions Administration Agency (GPAA)

Request for Proposal (RFP) for Physical Security Systems Upgrade Project II- Fixed Equipment



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TERMS OF REFERENCE

1. OBJECTIVE

The GPAA seeks to appoint a professional, qualified and experienced service provider for the installation of security systems including CCTV, biometric and alarm systems at the GPAA head office and regional offices. In light of this the business reasons for the GPAA to implement the project are:

- a) To upgrade and add on to the electronic security systems at the GPAA Head Office to mitigate risks and ensure compliance with the Control of Access to Public Premises and Vehicles, Act (53 of 1985).
- b) To affect **installation of the already procured electronic security equipment** at the GPAA regional offices. These include CCTV, biometric and alarm systems (Please note that these items are not under warrantee anymore).
- c) To enhance support of the security personnel in the performance of their duties thereby conforming to local and international security standards
- d) To render preventative and corrective maintenance on all the security systems for a period of 36 months (3 years).

2. FUNCTIONS OF THE GPAA

The Government Pensions Administration Agency (GPAA) is a government component which reports to the Minister of Finance and administers funds and schemes on behalf of the Government Employees Pension Fund (GEPF), the largest pension fund in Africa, and National Treasury. It administers the pension affairs of approximately 1, 85 million government employees and those of pensioners, spouses and dependants.

GPAA is in the process of modernising its total physical security infrastructure. This document outlines the To-Be CCTV, alarm and biometric specifications and architecture design for the GPAA offices.

3. METHODOLOGY

The following elements are critical to the successful delivery and installation of the various security systems.

In terms of registration: PSIRA and SAIDSA qualification

In terms of roll-out: effective project management, understanding of supply and installation of IP based security systems and an understanding of transition from existing systems to new systems

4. SCOPE OF WORK

The scope of this project will include:

Installation of a CCTV system, biometric access control as well as alarm systems at the following GPAA offices:

- Pretoria head office - quote as per bill of material
- Trevenna (Pretoria) - new site; quote as per bill of material
- Mthatha
- Johannesburg
- Rustenburg

- Bloemfontein
- Nelspruit
- Polokwane
- Thohoyandou
- Pietermaritzburg
- Durban
- Cape Town
- Bisho
- Port Elizabeth
- Phuthaditjaba
- Kimberley
- Mahikeng
- Two possible new offices

The supplier will be responsible to **provide** any consumables, brackets and/or boxes to allow for a proper, professional **installation** and commissioning of the equipment and systems. The supplier will also be responsible for providing training on the respective equipment and systems.

In addition the supplier will be responsible for preventative and corrective maintenance of the equipment and systems for a period of 36 months.

4.1 DELIVERABLES:

4.1.1 CCTV

- Provisioning, installation and commissioning of CCTV cameras
- Provisioning, installation and commissioning of all regional site CCTV recorders
- Provisioning, installation and commissioning of recording server for regional offices at the GPAA head office
- Provisioning of Hikvision recording software
- Retention of GPAA CCTV recording is 3 months
- Integration of CCTV system with alarm system
- SMS/E-mail notifications to identified GPAA security personnel on alarm activation and/or system errors
- Setup local recording on local NVR and remote recording at Hamilton
- Setup all NVR systems to NTP server. It is further required that all cameras need to display UTC (Johannesburg South African time).
- Training of system users on how to operate the CCTV system

4.1.2 Alarm system

- Provisioning, installation and commissioning of new IDS X64 alarm system - complete installation.
- Provisioning, installation and commissioning of IDS SMS communicator (SIM cards will be provided by the GPAA)
- Provisioning, installation and commissioning of PIR and Beam as indicated by the GPAA security team
- Provisioning of all cabling and ducting for alarm cables (min 6 core cable)
- Configuration of SMS numbers as defined by the GPAA for event notification, alarm activation and deactivation, alarm bypass
- Integration with CCTV recorder to activate cameras on an alarm event
- Training of the system users

4.1.3 Bio Metric

- Setup and provision of new Impro Access Portal central management software with Access Portal Pro for management at all GPAA offices
- Transition from existing Impro IXP 400 to Access Portal at GPAA head office
- Provision, installation and commissioning of Sagem OMA 520 / Sigma MA Multi finger print identification terminals
- Provision, installation and commissioning of Sagem MA 500 / Sigma MA Multi finger print identification terminals and access controllers. Access controllers will be installed in the server rooms.
- Provision, installation and commissioning of 12V battery backup power supply units
- Provisioning, installation and commissioning of 300KG Magnetic locks including ZL brackets
- Provisioning, installation and commissioning of Dorma Medium duty automatic door closure
- Provisioning, installation and commissioning of spring loaded Override key switches
- Provisioning, installation and commissioning of MSO 300 Biometric take on readers including verify dongle
- Provisioning, installation and commissioning of Impro Intelligent Twin terminal IPS door controller
- Provision, installation and commission of Wiegand modules
- Provisioning and installation of Impro Touch Licenses
- Provisioning, installation and commissioning of INS 944 software on take-on PC's
- Provisioning and all cabling requirements excluding Ethernet
- Training of security personnel

4.1.4 Installation and configuration of systems in the head office Central Control Room

- Installation of monitors in the control room
- Configure Hikcentral Managing Software
- Installation and configuration of monitoring stations in the control room
- Reconfiguration of existing camera's onto the new central Hikvision recorders
- Configure back-up / archiving from Hikvision recorder to existing NAS storage

4.1.5 Preventative and corrective maintenance for a period of 36 months

Preventative maintenance:

- Head office and Trevenna office: monthly back-end system support (recorders/servers, client software, CCTV recording software, firmware, biometric and alarm systems)
- Head office and Trevenna office: monthly maintenance on all equipment including camera's, alarm and biometric peripheral device
- Continuous Hikcentral software upgrades required as and when applicable
- Regional offices: quarterly maintenance on all equipment including camera's, alarm and biometric peripheral device including recorders, client software, CCTV recording software, firmware, biometric and alarm systems

Corrective maintenance:

- Part replacement will be the responsibility of the service provider during the duration of the contract.
- Turn-around time for corrective maintenance on all systems:
- Back-end systems: 24/7
 - Responding to emergency service request on site if and when required.

- Meantime to acknowledge (MTTA) – 1 hour on all calls
 - Meantime to repair (MTTR) – next business day
 - Peripheral devices - camera, alarm and biometric devices:
 - Responding to emergency service request on site if and when required.
 - Meantime to acknowledge (MTTA) – 1 hour on all calls
 - Meantime to repair (MTTR) – Two weeks (troubleshooting; if peripheral is faulty, replace on site)
- (The GPAA will be invoiced for actual hours worked on site).

4.1.6 DOCUMENTATION

The following documentation is required upon completion of installation and commissioning:

- Full documentation on the As-Build implementation on completion.
- Start and stop procedures of all systems
- Operational manuals

4.1.7 Relocation of equipment from existing offices to newly identified offices

- Four offices are earmarked for relocation over the next three years. The service provider needs to be positioned to relocate all the security systems (CCTV, biometric and alarm system) from the existing office to the newly identified office.
- During costing the service provider needs to give consideration that the relocation might only happen in the third year of service to the GPAA (please cost accordingly).

4.1.8 New offices earmarked for establishment:

- Two new offices are in planning to be opened within the next three years. The service provider needs to be positioned to install the security systems (CCTV, biometric and alarm systems) at these offices upon establishment.
- During costing the service provider needs to give consideration that the establishment of the new offices might only happen in the third year of service to the GPAA (please cost accordingly).

4.2 COMMITMENT TO DELIVER AND INSTALL

The successful bidder must be able to;

Provide, install and configure additional equipment as specified on this document, install and configure equipment already procured by the GPAA within agreed timelines as per Service Level Agreement to be concluded between GPAA and the successful bidder upon appointment.

4.2.1 CCTV CAMERAS

- GPAA will use different model Hikvision cameras, dependent on the location and functionality required.
- Comply to GPAA standards (Should the manufacture of the equipment discontinue a product i.e. if a 3 Meg cameras be replaced by 4 Meg cameras the supplier must quote on the replacement equipment)

A. PTZ

Pan-Tilt-Zoom (PTZ) cameras are currently utilized outside the GPAA offices. The PTZ functionality is provided by mechanical parts and motors build into the camera that can fail. GPAA will use a limited number of PTZ cameras. Operators will be able to follow suspicious movement manually using the life-view PTZ functionality. These cameras can also be set to point at predefined areas for a period of time.



Figure 1: PTZ Camera

B. Fisheye

These cameras will provide the capability to record movement 360 degrees without any moving components. The software must de-warp the picture to provide multiple views across multiple life view screens. PTZ factuality will be provided by software with in the 360 degree recoded video. These cameras will be installed in open plan areas.

Cameras are fitted with Infrared sensors that will enable the camera to record any movement in total darkness. These cameras have optional inputs to trigger alarms but the configuration of these alarm inputs is not in scope for this project.

These cameras are also equipped with internal speakers and an internal micro phone that will enable the operator to communicate with personnel or installers.



Figure 2: Fisheye

C. Dome

Dome cameras are commonly used inside buildings as they are more fashionable and blend in well with surrounding areas. Unlike fisheye cameras and PTZ cameras these cameras are focused in a specific direction i.e. doors, stairs cabinets or any area that require fixed surveillance. These cameras will also be equipped with Infrared sensors that enable recording in total darkness.



Figure 3: Dome Camera

D. Bullet

Bullet cameras are shaped cylindrical shape and are normal used for outside areas. These cameras are normally provided with a fixed lens. These cameras will also have the capability to record in total darkness using the infrared capability



Figure 4: Bullet Camera

E. Mini Bullet

Mini bullet cameras are shaped in a cylindrical shape and are normal used for outside smaller areas. These cameras are normally provided with a fixed lens. These cameras will also have the capability to record in total darkness using the infrared capability



Figure 5: Mini Bullet

F. CCTV Cabling

Cameras will require Cat6e cabling supporting Power over Ethernet (POE). To visually identify cabling the following colour scheme will be used for structured cabling:

Table 1: Cable Coding

Cabling infrastructure	Colour
Data	Grey
Bio Metric	Blue
CCTV	Red

UTP wiring must be according the Ethernet standards. The preferred standard is T-568B for CCTV cameras.

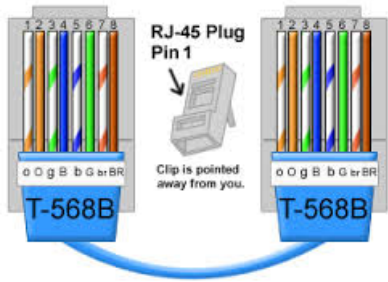


Figure 6: Wiring standards

G. Camera standards

The GPAA has standardized on the following cameras during previous procurement and which will be installed at regional offices:

Table 2: Camera standards (stock on hand to be installed)

Manufacturer	Model nr	Description
Hikvision	DS-2DE7186-AE	2MP 30X 100M IR PTZ
Hikvision	DS-2CD636FIVS	Infra-red Fisheye Camera 6MP
Hikvision	DS-2CD6332FWD-I	Infra-red Fisheye Camera 3MP
Hikvision	DS-2CD2332-I	3MP Outdoor Exir Turret 4mm
Hikvision	DS-2CD2232-I5	3MP EXIR 50M Bullet 12mm
Hikvision	DS-2CD2032-I	IR Mini Bullet Network Camera

H. New Camera minimum specifications summary

The table below provide an overview of the new camera specifications as per bill of material which will be provided by the service provider:

Table 3: Camera specification summary

Manufacturer	Model	Lens	Description
Hikvision	DS-2CD2345FWD-I	4mm	Hikvision 4-MP WDR Infra-red Turret Network Dome Camera
Hikvision	DS-2DE7530IW-AE	30× Optical Zoom, 16× Digital Zoom	5MP 30× IR Network Speed Dome

Hikvision	DS-2CD6365G0E-I(V)(S) (B)	1.27mm	6 MP IR Network Fisheye Camera
Hikvision	DS-2CD2045FWD-I	4mm	4 MP IR Fixed Bullet Network Camera

I. Network Video Recording device (NVR)

The following NVR's and hard drives will be utilized as indicated:

Head Office:

DS-9664NI-18 Hikivision 64 channel Professional Embedded NVR, HDMI output at 4K & VGA
1output @ 2Kresolution; HDMI2 / VGA2 output resolution @1080p; Incoming / Outgoing bandwidth:
320 / 256 Mbps; Hard disk: 8 SATA interfaces (with expansion bracket); 1 x two-way audio input

HDD-WD-8TB Western digital surveillance, 8TB 3.5' SATA hard drive

Trevenna office:

DS-9632NI-I8 Hikivision 32 channel Professional Embedded NVR, Incoming / Outgoing bandwidth:
320/256 Mbps; H.264/MPEG4, HDMI, VGA & CVBS output: Hard disk: 8 SATA interfaces (with
expansion bracket); Alarm I/O's: 16-Ch POS feature; two-way Audio; 19' 2U Rack mount chassis

HDD-WD-8TB WESTERN DIGITAL SURVEILLANCE, 8 TB 3.5" SATA HARD DRIVE

Regional offices:

DS-7716NI-I4/16 (B) Hikivision 16 channel embedded NVR with PoE. 16 Independent PoE
network interfaces; HDMI and VGA output at up to 1920x1080P resolution, Bandwidth: In /
Out: 160 / 256. Mbps; 2 HDMI outputs, 1 VGA port, 1 CVBS output; 4 SATA
HDD; Two-way audio: 1 – channel. Alarm I/O: 16/4

HDD-WD-8TB Western Digital Surveillance, 8 TB 3.5" SATA Hard Drive

J. Central Management System (CMS)

The following will serve as the Central Management System:

HikCentral – VSS-Base / HW / 300 Ch:

Hikivision all-in-one Dell Server. HikCentral video surveillance base package – hardware mode – which includes
preinstalled all fundamental features of video surveillance system; 300 cameras manageable.

WS-DELL-WS4

Dell Quad View Display operator work station. OptiPlex 7060 SFF; tower casing; i7-8700 vPro (4.6 GHz), 8GB
(2x4GB) 2666MHz DDR4; 1TB 3.5" 7200Rpm; intel UHD 630; DVD+/- RW; 3 Button mouse; USB Keyboard;
Windows 10 Professional; 3year Onsite Service

Monitor:

40"LED; 24 x 7 related, wall mountable monitors

K. Licenses

Should licenses be required for any component the service provider needs to provide all pricing as per pricing sheet.

L. Video storage drives

All hard drives provided must be digital surveillance drives as per bill of material and specification provided under section I.

4.2.2 BIOMETRIC ACCESS CONTROL SYSTEM

During the security site survey done at regional sites it was found that access into and within buildings is not sufficient.

A. Biometric Readers

The GPAA standard is the use of MA Sigma multi readers (Morpho Access Sigma Series).

Specification MA Sigma multi reader (Morpho Access Sigma Series)

- User capacity: 5000, upgrade: 50000 / 100000 with USD Card
- Duress finger
- Fake finger detect
- Offline transactions: 1 Million
- CPU
- Linux operating system
- Ethernet : RS 485, RS 422, USB
- Input / output:
 - Wiegand in and out
 - Door relay
 - 3 GPI, 3 GPO
- Operating conditions:
 - Temperature: -10c to 55c
 - Humidity: 10% to 80% (non-condensing)
- Ultra light
 - About 470 gram
 - Replaceable back-up battery
 - EMC / Safety standards
- 12v – 24v DC
- POE option



Figure 7: Sagem multi reader

B. Enrolment fingerprint reader

The GPAA uses MSO 300 fingerprint readers. These readers have large sensors providing high-quality that can be used for enrolment and comparison operations. Please note that although the biometric will be managed centrally, enrolment for each office will be done at office level.

Specification:

- Large-size sensor: 23x23 mm
- Sensor resolution: 500 dpi

- Database capacity: 500 to 5 000
- Interface: USB 2.0
- Performance: authentication < 0,7 sec., identification < 0,9 sec. in 1:1000 identification mode (including detection, encoding and matching)
- Accurate: FAR is configurable down to 0,00000001 depending on the security requirements
- Power supply: USB



Figure 8: Enrolment finger print reader

C. Intelligent twin terminal in IP door controller

The GPAA procured a combination of ITRT’s, wiegand modules and access portal controllers. The roll-out of these modules will coincide with the installation.

D. Impro software

The GPAA is in the process of moving from the current Impro IX4000 system to the Access Portal Pro System. It will be required of the service provider to install the central back-end server and all enrolment PC’s nationally. PC’s will be provided by the GPAA.

E. Biometric Network Cabling

Biometric readers will require Cat6e cabling supporting Power over Ethernet (POE) as well as Mylar cabling. To visually identify cabling the following colour scheme will be used for structured cabling:

Table 4: Biometric cabling standard

Cabling infrastructure	Colour
Data	Grey
Bio Metric	Blue
CCTV	Red

UTP wiring must be according the Ethernet standards. The preferred standard is T-568B for Biometric readers.

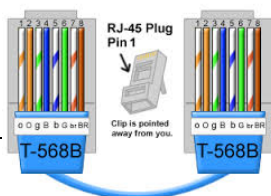


Figure 9: Biometric UTP Standard

F. Magnetic Lock

Each door secured with a biometric reader will require a 300Kg aluminium magnetic holding force lock. Magnetic locks will be placed on the inside of the door and need to include ZL bracket

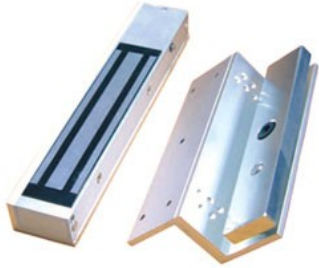


Figure 1: Magnetic Lock

G. Automatic Door Closer

Each door must be fitted with a Medium duty automatic door closer. These units must be for standard door sizes of 850 and 950 mm (GPAA to determine the nr of document opening outwards and inwards)



Figure 2: Automatic door closer

H. Spring loaded override key

Each door will require a spring loaded DPDT on/off switch that can be used in the event that the bio metric system fails and access to the building is required. These switches will be mounted together with the outside biometric reader.



Figure 12: Spring loaded key box

I. Emergency door release Box

An emergency door release box will be required at each internal Biometric reader.

Specification:

- Mechanical emergency door release switch
- Green surface mount box with conduit knockout
- Manual key resettable actuator
- Break-glass activation
- With hinged clear plastic protective cover



Figure 33: Emergency door release

J. Drop down turnstile

- The supply and installation of a drop arm turnstile is required at door 6 at the GPAA head office building. The service provider needs to provide power cabling and any other equipment to ensure functionality of the turnstile.
- The two biometric readers currently installed at the door needs to be re-positioned and configured to full functionality onto the turnstile
- A glass partition is required to restrict movement around the turnstile arm
- The specification of the drop arm turnstile is as follows:

Genius Drop Arm Pedestrian Barrier

- 60W / 220 V AC motor gearbox. Instant reverse torque driver motor. Operating temperature 50degrees.
- The cabinet is made from 2mm 304 brushed stainless steel or mild steel powder coated, or in wood and marble claddings
- Operating speed is 2 seconds from close to open position
- Large lockable door for easy access
- Modular electronic plug into an 11 pin base
- White powder coated PC board control panels are used to house electronics
- An infra-red beam is used for safety as well as for the closing of the Pedestrian Barrier arm
- Mass: 80Kg



Figure 14: Drop arm turnstile

4.2.3 ALARM SYSTEM

Currently no alarm system is installed at the GPAA regional offices. An alarm system that will integrate with the CCTV camera system needs to be implemented.

A. Alarm panel

The GPAA selected the IDS X64 series alarm system. The IDS X64 is the ideal security solution for both office and commercial environments. Through its many features it can expand effortlessly to 64 zones. With its range of zone expanders, for both wired and wireless, keypads & add on modules, it is a versatile and cost-effective security system.

The IDS X64 has 5 programmable outputs. Each output can be programmed to be triggered based on event programming, i.e. alarm activated or panic alarm. One of these outputs will be used to communicate with the CCTV system that will trigger all cameras to be triggered should an alarm be triggered.



Figure 4: IDS X64

B. SMS communication

The GPAA require that in an alarm event security personnel must be informed. This functionality forms part of the solution and will require a SMS module per alarm panel. (Note the GPAA will have to provide SIM cards)



Figure 5: SMS Alarm Module

The IDS X-sms module is an add on SMS module that enables users to have full user control of the X-Series alarm systems from any mobile device that has the ability to send and receive SMS's.

Features:

- Controls the X-Series via any cell phone handset
- Simple SMS commands with command confirmation replies
- 3 Levels of user authority:
 - (1) Master
 - (2) User
 - (3) Reporting
- Arm and disarm with partition control
- Query system status and partition status
- Bypass and un-bypass zones
- Trigger the control panels outputs
- Customize labels (zone, site, partition)
- Query airtime and manage SMS
- Automatic network time update option
- web application

Integration with armed response units is not part of this project. Should the GPAA require integration with armed response companies the contracted company will require a separate communication unit. These units are normally rented from the armed response company.

C. PIR units

Passive InfraRed sensor (PIR) is a device used to detect motion by receiving infrared radiation. When a person walks past the sensor, it detects a rapid change of infrared energy and sends a signal. PIR sensors are used for applications such as automatically activation of an alarm zone.

PIR sensors can be wired or wireless. The GPAA will require all PIR sensors to be wired to the control panel. This will eliminate PIR sensors to be inactive due to low battery voltage.

All PIRs must have a minimum range of 10 meters with a 90 degree angle.



Figure 6: PIR

The GPAA security team did a survey at each site and has identified the number of PIR required per site as per section 7.

D. Beams

Security beams monitor intrusion between 2 points. An alarm is activated when the beam between these devices are interrupted.

Specifications:

- 2 simultaneous cut off detection beams
- Adjustable response time of 50-700msec
- Excellent immunity to fog & mist
- Sensitivity monitoring output terminal
- Optical axis horizontal adjustment of 90°
- Optical axis vertical Adjustment of 10°



Figure 18: Beam

E. Door contacts

Door contacts are used to determine the open or close state of a door. These contacts make use of a magnetic contact and a magnet. If the alarm system is in an armed state and the state of the contact change an alarm will be activated.

Specifications:

- Heavy Duty Door Mags
- Normally Open / Normally Closed contact
- Non armored cable
- Max 40mm opening gap



Figure 19: Door contact

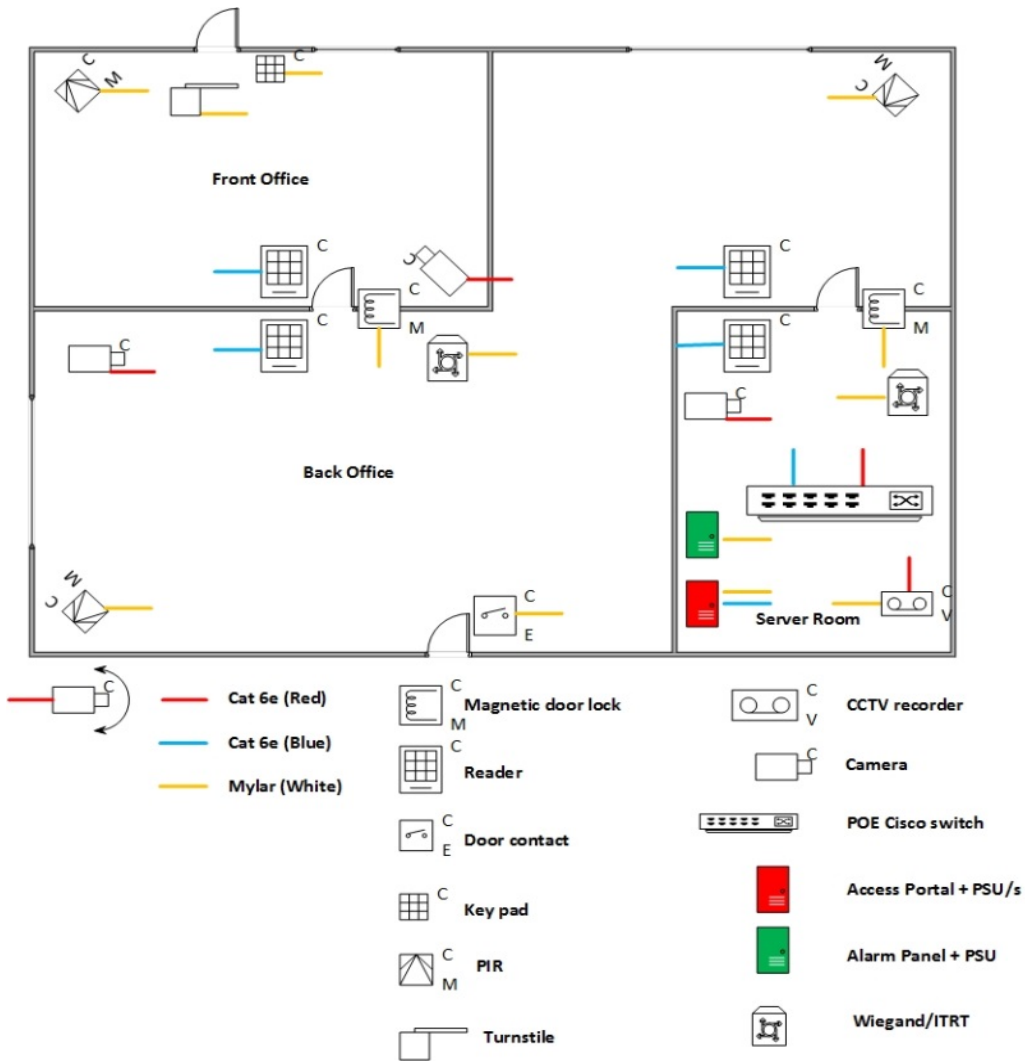


Figure 20: Low level design

4.3 OTHER:

4.3.1 Network dependency

A. CCTV

Implementing IP CCTV on network infrastructure requires the network to comply with certain criteria and bandwidth is one of the main factors when deploying a CCTV system. The current bandwidth between regional offices and Hamilton is 20 Mbps. An average of +- 8 cameras will be deployed per site.

Each camera will connect at 100Mbps full duplex to a Cisco 3650 POE switch or to the local NVR.

Red UTP Cat 6e Cables will be installed at all regional sites to accommodate the additional cameras. The GPAA will provide and install all network cat 6e cabling for CCTV.

B. Biometric

Each reader will connect at 100Mbps full duplex to a Cisco 3650 POE switch.

Blue UTP Cat 6e Cables will be installed at all regional sites to accommodate the biometric equipment. The GPAA will provide and install all network cat 6e cabling for biometric; how-ever any Mylar cabling will be supplied and installed in suitable manner by the service provider (no running cables visible on surfaces).

4.3.2 Power over Ethernet (POE)

The GPAA will provide network switches capable of providing POE to all equipment that require POE. All PTZ cameras must be installed using a POE injector.

4.3.3 Bandwidth

Bandwidth required per camera will be determined by two aspects, frame rate and resolution. The higher any of these settings the more bandwidth will be required.

Cameras will connect at 100Mbps to Cisco 3650 access switches. The initial frame rate will be set between 8 and 12 frames per second at a resolution of a minimum 1280x720 (HD). The resolution will be adjusted depending on the area it needs to cover. Certain areas will require a higher resolution i.e. if a camera needs to cover a large area and images will require zooming the resolution will need to be higher 1920x1080. Each Camera will be evaluated and set to the optimal resolution during installation.

4.3.4 QoS.

GPAA will have 5 classes of QoS as defined by the table below.

Table 5: Qos classification

Category	Characteristics of the application
Scavenger	Applications / traffic that doesn't require any special marking that can tolerate packet loss, delay and jitter not related to business.
Best effort	Packet loss-tolerant applications, throughput and runtime can fluctuate depending on time of day.

		The applications are not time-critical (e.g., E-mail, FTP, http).
Business Critical		Time-critical applications which react sensitively to lost packets or scenarios in which large volumes of data are to transmit in a known period of time. These business-critical applications include for example inter-active sessions and enterprise resource planning. The transmission quality is optimized to minimize packet losses. This class will also include network routing, call signaling, network management and Streaming video.
Real-time (Interactive video Streaming)	–	For multimedia near-real time applications – the quality is optimized for short runtimes The applications, e.g., video conferencing are tolerant to lost packets to a degree, but extremely sensitive to lag.
Real-Time (Voice)	–	For Voice over IP in the intranet – quality is optimized for the special requirements of voice transmission with small IP packets and low Jitter.

CCTV video will be defined as “Best effort” as it is not business critical or real time video conferencing traffic.

4.3.5 VLAN

A Virtual Local area network (Vlan) will be created for cameras. A VLAN is a group of devices on one or more LANs that are configured to communicate as if they were attached to the same wire, when in fact they are located on a number of different LAN segments. Because VLANs are based on logical instead of physical connections, they are extremely flexible.

VLANs's are defined by a VLAN ID nr. Vlan and IP configuration will be provided during implementation of all CCTV equipment.

4.3.6 Training

A. CCTV

- CCTV back-end:

Training needs to be provided to GPAA ICT staff for first line support.

- Control room operators:

Training needs to be provided to control room operators on Hikcentral to monitor all offices within the GPAA with alarm pop-up's and playback. Training on downloading of footage needs to be provided to appropriate staff members.

- Regional office users:

Training to be provided on Hikvision web-based interface for configuration and viewing of live data and playback.

B. Biometric:

- Biometric Back-end:

Training needs to be provided to GPAA ICT staff for first line support.

- Enrolment:

Enrolment staff needs to be trained at each office to do local staff enrolment.

Training needs be provided during the implementation. Administration training needs to be provided to system administrators, these users will be able to change settings to that backed server configuration. Operators to be trained to use the live view console.

4.4 COMMITMENT TO DELIVER AND INSTALL

4.4.1 The following table is a summarised installation specification per office.

Site	Equipment Type	GENERAL	Infra-red Fisheye Camera 6MP	3MP Outdoor Exit Turret 4mm	Bullet	Hikvision 64-channel Embedded recorder	MA Sigma Lite Reader (Morpho Access Sigma Series), including unlock tokens and licensed for up to 500 users.	12VDC Battery back-up power supply units	300kg Magnetic locks incl ZL bracket	Dorma Medium Duty Automatic Door Closers	Springloaded Override Keystwitches	Cabling & Sundry equipment	Cluster controller	Wiegand	Impro Touch Licence
Head office: new supply and installation															
NVR (data center)						3									
Hikvision Dell Server (control room)		1													
Dell Operator work stations (control room PC's)		3													
24-hour CCTV surveillance monitors		6													
Supply chain	Biometric						4	2	2	2	2	2	2	2	2
ICT store rooms	Biometric						4	2	2	2	2	2	2	2	2
Door 6	Turnstile	1													
Supply chain	Camera		2	2											
Control room outside	Camera			1											
Passage between D/E	Camera			2											
E 1 st floor open plan	Camera		1												
HR Open plan	Camera		1												
A ground escape door	Camera			1											
F/G escape door	Camera			1											
D/E Exit door	Camera			1											
H ground escape door	Camera			1											
Hamilton gate				3											
TOTAL			4	12		3	8	4	4	4	4	4	4	4	4
Supply chain	Cameras			3											
F block PTZ to government parking area	Camera				1										
Government Parking	Camera				1										

TOTAL RELOCATION					3	2												
-------------------------	--	--	--	--	---	---	--	--	--	--	--	--	--	--	--	--	--	--

Equipment Type	PTZ	Infra-red Fisheye Camera 6MP	3MP Outdoor Exit Turret 4mm	32-channel Professional embedded recorder	MA Sigma Multi Reader (Morpho Access Sigma Series), including unlock tokens and licenced for up to 3000 users.	12VDC Battery back-up power supply units	300kg Magnetic locks incl ZL bracket	Dorma Medium Duty Automatic Door Closers	No-Touch Request to Exit Push Buttons	Springloaded Override Keyswitches	Cabling & Sundry equipment	MSC 300 Biometric take on reader incl verif dongle	Cluster controller	Back-up battery	Wiegand	Impro Touch Licence	Door contact	PIR
Trevenna office: new supply and installation																		
Biometric					12	6	6	6	6	6	6	1	3	3	3	3		
NVR				1														
Camera	2	23	14															
Alarm																	6	60
TOTAL	2	23	14	1	12	6	6	6	6	6	6	1	3	3	3	3	6	60

Equipment Type	PTZ	Infra-red Fisheye Camera 6MP	Infra-red Fisheye Camera 3MP	3MP Outdoor Exit Turret 4mm	Mini bullet	DS-7716NI-I4/16 (B): Hikvision 16 channel embedded NVR	MA Sigma Multi Reader (Morpho Access Sigma Series), including unlock tokens and licenced for up to 3000 users.	12VDC Battery back-up power supply units	300kg Magnetic locks incl ZL bracket	Dorma Medium Duty Automatic Door Closers	Springloaded Override Keyswitches	Cabling & Sundry equipment	MSO 300 Biometric take on reader incl verif dongle	Cluster controller	Back-up battery	Wiegand	Impro Touch Licence	Door contact	PIR	Beams
Regional offices: new supply of equipment / use of existing equipment and installation																				
Johannesburg		2		6		1	8	4	4	4	4	4	1	2	2	4	4	4	6	2
Polokwane	3		2	3		1	4	2	2	2	2	2	1	1	1	2	2	3	4	
Thohoyandou	1	1		4		1	4	2	2	2	2	2	1	1	1	2	2	2	5	
Nelspruit	2	1		4		1	4	2	2	2	2	2	1	1	1	2	2	3	4	1
Phuthaditjaba	2		1	4		1	4	2	2	2	2	2	1	1	1	2	2	2	3	
Bloemfontein			2	2	1	1	4	2	2	2	2	2	1	1	1	2	2	2	3	
Kimberley	1		1	5	1	1	6	3	3	3	3	3	1	1	1	3	3	3	4	
PMB	1		1	8		1	6	3	3	3	3	3	1	1	1	3	3	3	3	
Durban		2		4		1	6	3	3	3	3	3	1	1	1	3	3	2	5	
Mthatha	1	1		4		1	4	2	2	2	2	2	1	1	1	2	2	2	3	1
Bisho	2			6		1	6	3	3	3	3	3	1	1	1	3	3	4	3	1
PE				7		1	4	2	2	2	2	2	1	1	1	2	2	3	2	
Rustenburg		1		4		1	4	2	2	2	2	2	1	1	1	2	2	2	8	2
Mafikeng			1	6		1	4	2	2	2	2	2	1	1	1	2	2	2	5	
Cape Town			3	4		1	4	2	2	2	2	2	1	1	1	2	2	2	4	
Upington		2		4		1	4	2	2	2	2	2	1	1	1	2	2	3	5	
Bushbuckridge		2		4		1	4	2	2	2	2	2	1	1	1	2	2	3	5	
TOTAL	13	12	11	80	2	17	80	40	40	40	40	40		18	18	40	40	45	72	7

5. DURATION OF APPOINTMENT

This project will be undertaken over a period of three years. Upon installation a period of 36 months will follow during which service and maintenance will be conducted on all systems.

6 GUIDELINE FOR RESPONSE

The Professional Service Provider should demonstrate the following:

- 6.1 Experience in providing similar services (supply and installation of CCTV cameras, biometric readers and intruder alarm systems)
- 6.2 A successful track record of previous experience.
 - A minimum of 5 year's experience in the supply, installation, commissioning and maintenance of security systems is a requirement. Additional numbers of years will be an added advantage
 - Previous and current client reference letters showing capability in the required services. The number of reference letters will be a determining factor when allocating scores. Similarly the value of work will be considered.
- 6.3 A detailed explanation of the methodology and approach that will be followed to conduct the effective roll-out of this tender within the determined time line (four months) and include the following:
 - Bidders must demonstrate that they have the necessary capacity to provide the required service. This may include equipment to be used to carry out the required services and number of trained/qualified staff.
 - Bidders must demonstrate technical capability and clear planning in executing current and previous security installation services and maintenance. Attach a minimum of 3 copies of approved maintenance schedules used in recent or current projects. Also include a maintenance programme that will be followed on the GPAA site.
- 6.4 The service provider must be based in South Africa and have/demonstrate the ability and capacity to execute a tender of this magnitude.
- 6.5 Skilled and experienced team members to execute the range of activities and tasks specified in the terms of reference with integrity in a professional manner. This should include the CV's of the project team that will service the GPAA account. Project team members indicated in the tender should perform the work for the GPAA.

7. PRICE

Bidders are required to submit a financial proposal in line with the scope of work. Only the financial proposal of the companies who qualified in terms of the percentage threshold for functionality will be further evaluated.

8. EVALUATION CRITERIA

8.1 Proposal Submission Format and Evaluation Criteria

8.1.1 Submission Format

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

The table also depicts the evaluation criteria for functionality (Phase 2 evaluation) and associated weighting for each of the elements:

Values: 1 – 5

Poor = 1	Average = 2	Good = 3	Very Good = 4	Excellent = 5
----------	-------------	----------	---------------	---------------

This bid will follow a three-phase evaluation process, the first phase being an evaluation of *administrative compliance*, followed by the second phase, being *functionality* as per criteria set out in the table above and the third being price and preference points evaluated in terms of the PPR 2017 using the 80/20 criteria.

N.B.: The minimum qualifying score for functionality in this bid is 65%. Suppliers who fail to meet the minimum qualifying score of 65% will be eliminated and not considered for the second phase of evaluation.

Disclaimer: The shortlisted bidders will be subjected to a due diligence exercise.

9. EVALUATION CRITERIA

Item No.	Evaluation Criteria Items 80/20 Principle	Weight	
A	Phase 1: Administrative compliance:	The following <u>compulsory</u> statutory documents: <ul style="list-style-type: none"> • Attendance of compulsory briefing session • Valid Tax Clearance Certificate/SARS Tax pin certificate/CSD report (SBD 2); • Completed and signed SBD's documents • Pricing proposal • Certified copy of PSIRA certificate • SAIDSA (Certificate) <p>Failure to comply with the administrative required documents may render your bid unacceptable</p>	

		and will lead to disqualification.	
B	Phase 2: Functionality:		
	1. Track record and previous experience	<p>Company Experience: At least five (5) years' experience in providing similar services (supply and installation of CCTV cameras, biometric reader, intruder alarm system).</p> <p>Submit a minimum of three recent signed reference letters or testimonials on the letterhead of the company providing reference. Such letters should indicate the services rendered, including the value of projects rendered. The contract period should be of a minimum contract value of R2 million and above</p>	30
	2. Capacity	<p>Company Capacity: A minimum of one project manager and three team leaders with 3 teams for installation need to be available at a time to complete the scope of work.</p> <p><u>Project Manager and team leaders Experience & Qualification/s</u></p> <ul style="list-style-type: none"> The Operations Managers should have a atleast project manager qualification and SASSETA accredited installations certificates and a minimum experience of three (3) years in Security installation management industry. The team leader should have a minimum of a SASSETA accredited technical tertiary qualification. <p>Provide CVs, ID Copies and qualifications of the project manager and team leaders (the person doing the integration / configuration / troubleshooting).</p>	40
3. Project plan	<p>Provide a project plan (expected delivery 4 months from purchase order date) Provision of a Detailed Project Plan/Execution Plan including the following:</p> <ul style="list-style-type: none"> Work breakdown structure including timelines How the work will be managed; Process and work flows within the firm; How the firm will deal with crisis management; Recourses; and Reporting lines between the bidder and GPAA in terms of contractual obligations. 	20	

	4. Maintenance plan	<p>Capability to render maintenance services</p> <ul style="list-style-type: none"> • Attach a proposed maintenance plan in line with preventative maintenance requirements for all required offices and detailed frequency of maintenances to be conducted. • Attached proposed plan to meet timelines in terms of corrective maintenance requirements 	10
		NB Minimum 65% qualifications on functionality.	
C	Total Functionality		
	Phase 3: Preference and Price		
	Price score		
	B-BBEE level score		
	Total score on preference and price		



the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

| YOUR BENEFITS our responsibility |

Annexure A

Government Pensions Administration Agency (GPAA)

SUPPLY CHAIN MANAGEMENT (SCM)

Standard Documents

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVERNMENT PENSION ADMINISTRATION AGENCY (GPAA)

BID NUMBER	GPAA 19/2019	CLOSING DATE	02 DECEMBER 2019	CLOSING TIME	11:00
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DESCRIPTION	PHYSICAL SECURITY SYSTEMS UPGRADE: FIXED EQUIPMENT
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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] <input type="checkbox"/> Yes <input type="checkbox"/> No		BBBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS.
- 1.2. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.3. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.5. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

DECLARATION OF INTEREST

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

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

2. **IN ORDER TO GIVE EFFECT TO THE ABOVE, THE FOLLOWING QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH THE BID.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

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

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

2.8 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:
.....
.....
.....

2.9 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? Yes No

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:
.....
.....
.....

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

If so, furnish particulars:
.....
.....
.....

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

If so, furnish particulars:
.....
.....
.....

2.12 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? Yes No

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

2.13 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:

.....

3. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Peral 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

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

- 1.1 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).

1.2 The value of this bid is estimated to

1.2.1 exceed / not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.2.2 either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

- 1.3 Points for this bid shall be awarded for:
- Price; and
 - BBBEE Status Level of Contributor.

1.4 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

1.5 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.

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

2. DEFINITIONS

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

2.2 **“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;

2.3 **“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;

- 2.4 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5 **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.6 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8 **“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;
- 2.9 **“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;
- 2.10 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

4. POINTS AWARDED FOR BBBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the 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

BBBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. 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.

6. SUB-CONTRACTING

6.1 Will any portion of the contract be sub-contracted? (*Tick applicable box*)

Yes No

If yes, indicate:

- a) What percentage of the contract will be subcontracted%
- b) The name of the sub-contractor:
- c) The BBBEE status level of the sub-contractor:
- d) Whether the sub-contractor is an EME or QSE (*Tick applicable box*)

Yes No

e) 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		

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM (Tick applicable box)

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

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

7.6 COMPANY CLASSIFICATION (Tick applicable box)

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

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

7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- a) the information furnished is true and correct;
- b) the preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- c) 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
- d) 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

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

WITNESSES
1.
2.

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. Failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register, open the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ **Includes price quotations, advertised competitive bids, limited bids and proposals.**

² **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....
(Bid Number and Description)

in response to the invitation for the bid made by **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:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

SBD 9

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

.....
SIGNATURE

.....
DATE

.....
NAME OF BIDDER

.....
POSITION



the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

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Annexure B

Government Pensions Administration Agency (GPAA)

SUPPLY CHAIN MANAGEMENT (SCM)

Special Conditions of Contract

GENERAL NOTES

The purpose of this Special Conditions of Contract (SCC) document is to:

- a) draw special attention to certain special conditions applicable to Bids, Contracts, Agreements and Orders of the Government Pensions Administration Agency (GPAA); and
- b) to ensure that all bidders are familiar with the special provisions, requirements and conditions that will be applicable in the undertaking of the project and which will form part of the contract documentation and of which due cognisance must be taken in the bidding process.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract (GCC) also forms part of all bidding documents and must be read in conjunction with this Special Conditions of Contract.

Whenever there is a conflict between the GCC and the SCC, the provisions in the SCC shall prevail.

1.1. Bid Submission

1.1.1. Bidders will be permitted to submit bids by hand at:

34 Hamilton Street, Arcadia, Pretoria

1.1.2. Closing Date: **02 December 2019**

1.1.3. Closing time: **11:00 am**

Compulsory Briefing session: **15 November 2019 at 10:00am at 34 Hamilton Street, Arcadia, Pretoria**

1.2. Validity of Bids

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

1.3. Two-stage Bidding

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

1.3.2. One copy of the technical proposal is required.

1.3.3. Only suppliers who meet the minimum of 65% on functionality will be considered for second stage of evaluation.

1.4. Late Bids

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

1.5. Clarification or Alterations of Bids

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

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

1.6. Completeness of Documentation

1.6.1. It will be ascertained whether bids:

- a. Include original tax clearance certificates;
- b. Have been properly signed and completed;
- c. Are substantially responsive to the bidding documents;
- d. Have all the necessary documents attached; and
- e. Are generally in order.

1.6.2. If a bid is not substantially responsive, that is, it contains material deviations from or reservations to the terms, conditions and specifications in the bidding documents, it will not be considered further.

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

1.7. Rejection of all Bids

The GPAA reserves the right to reject all bids if and when deemed necessary. This is justified when there is lack of effective competition, or bids are not substantially responsive.

1.8. Associations between Consultants

1.8.1 Consultants are encouraged to associate with each other to complement their empowerment credentials and their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The association may take the form of a joint venture or a sub consultancy. 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.

1.8.2 Consultants who do form a joint venture will agree on their terms and conditions and inform the GPAA of the details of such a joint venture for approval.

1.9. Project team to service the GPAA

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



the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

| YOUR BENEFITS our responsibility |

Annexure C

Government Pensions Administration Agency (GPAA)

SCM

General Conditions of Contract

GPAA PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this Annexure is to:

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

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public employee in the procurement process or in contract execution.
- 1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its GPAA and encouraged to market its products internationally.
- 1.6. **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **“Day”** means calendar day.
- 1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10. **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **“GCC”** means the General Conditions of Contract.
- 1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract

- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an employee written order issued for the supply of goods for works or the rendering of a service.
- 1.20. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written”** or **“in writing”** means handwritten in ink or any form of 96 electronic or mechanical writing.

2. APPLICATION

- 2.1. **These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.**
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.employee.gov.za.

4. STANDARDS

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. PERFORMANCE

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance **security** of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - a) 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
 - b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.

- 8.3. If there is no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing Energy Board concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may, on or after delivery, be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY OF DOCUMENTS

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

11. INSURANCE

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- b) in the event of termination of production of the spare parts:
 - i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.6. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of attendance register and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. PRICES

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 17.2. GPAA will retain 10% of the amount approved pending the release of the Certificates of Competence or final results in case examination is written and results are to be released at a later stage. Once results are released and verified by GPAA, the retainer amount will be paid through to the training service provider.

18. CONTRACT AMENDMENTS

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

19. ASSIGNMENT

- 19.1. The supplier shall not assign or contract another supplier for full services or part-services, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. SUBCONTRACTS

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIERS PERFORMANCE

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authorities.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods/services not supplied in conformity with the contract and to return any goods/ services delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) and quality as specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods/services or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be

liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. FORCE MAJEURE

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. SETTLEMENT OF DISPUTES

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

- a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b) the purchaser shall pay the supplier any monies due the supplier.

27.6. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

28. LIMITATION OF LIABILITY

28.1. The supplier shall not be liable to the purchaser, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser.

28.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. APPLICABLE LAW

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

31. NOTICES

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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