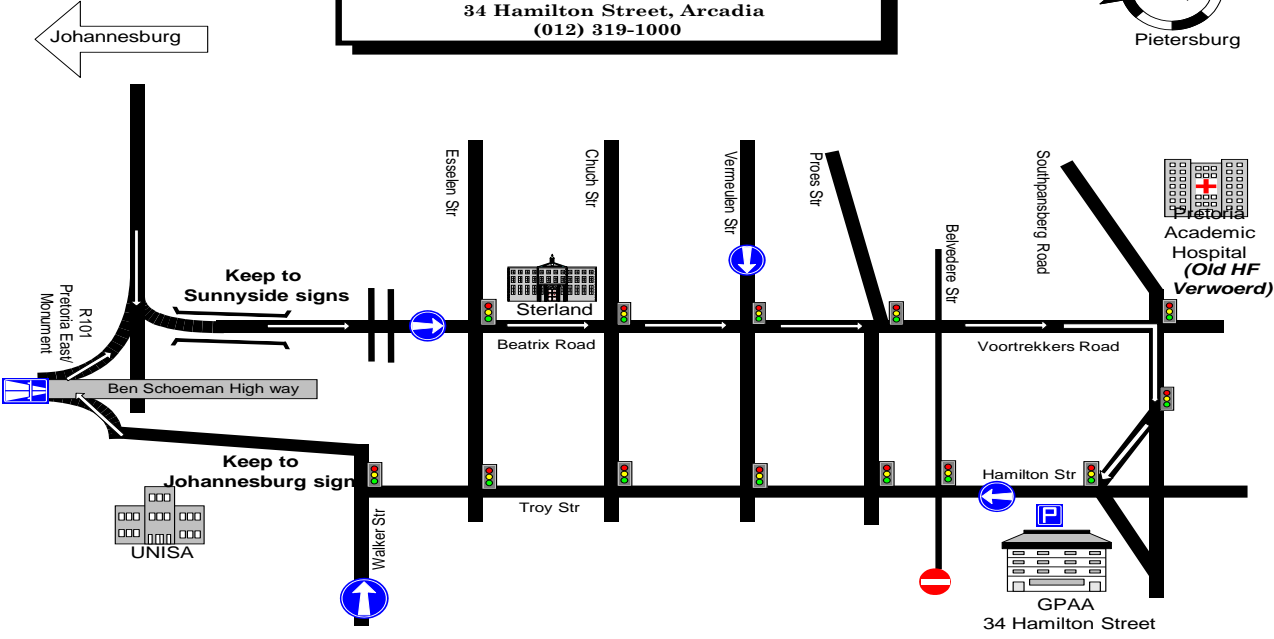


Government Pensions Administration Agency (GPAA)

Request for proposals (RFP) for:

- (i) Supply, Installation, Repairs and Maintenance of Air Conditioners;
 - (ii) Maintenance of extractor fans;
 - (iii) Maintenance of refrigerators;
- at all GPAA Offices for a period of 60 months.

**Map to
Chief Directorate : Pensions Administration
(GPAA)
34 Hamilton Street, Arcadia
(012) 319-1000**



Enquiries:

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 E-mail: Fortune.mogwatjana@gpaa.gov.za

Physical address:

GPAA Offices
 34 Hamilton Street
 Arcadia
 Pretoria

TERMS OF REFERENCE

1. OBJECTIVE

The GPAA aims to appoint a professional service provider that will provide the GPAA with Air Conditioning, Refrigeration and Extractor Fans Maintenance Services to ensure that buildings are kept compliant to South African National Standards (SANS) requirements of good engineering, enabling the GPAA to focus on its core business functions. The GPAA reserves the right to appoint one or multiple service providers to meet the organisation's requirements

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.

Facilities Management Unit is responsible for the management of office accommodation for all GPAA offices (Head office, regional and satellite offices). The management function includes the provision of technical and non technical services, such as repair and maintenance of buildings, cleaning and hygiene, fleet management, plumbing, electrical and air conditioning services, amongst some of the services.

3. DURATION OF CONTRACT

The GPAA intends to appoint an experienced service provider **for a period of 60 months (5 years-3 plus 1, plus 1)** subject to performance reviews which will be conducted annually as well as after three (3) years. The GPAA reserves the right to cancel this contract at anytime where the service provider performance is poor and does not meet the GPAA expectations as will be outlined in the Service Level Agreement (SLA).

4. METHODOLOGY

The following elements are critical to the successful delivery of the contract:

- Servicing of all air conditioners in the listed GPAA offices on a **monthly basis**.
- Responding to calls logged with the service provider regarding required repairs to Air Conditioners, Refrigerators and Extractor Fans in all listed offices;
- Maintenance of extractor fans;
Adherence to response times stipulated in the RFP.

5. SCOPE OF WORK

(1) The Service provider will be required to render the following services:

- (a) **Supply and install new Air Conditioners that are no longer functional and need to be replaced, in all listed offices;**
- The GPAA requires the replacement supply and installation of old and mal-functioning air-conditioning equipment
 - Installation of condensers must be done in such a way that the GPAA building structure is not damaged. Repairs to any damage will be for the contractors account.
 - All insulation and equipment that is supplied and installed must comply with the applicable South African National Standards (SANS) requirements of good engineering.

- The bidder must allow for the complete installation including the supply and installation of all required electrical supplies from the relevant distribution boards.
- All new equipment must carry at least a one (1) year warranty.

(b) Monthly preventative and reactive servicing of all Air Conditioners in the listed offices;

(i) *Preventative Maintenance*

- The contractor shall perform maintenance and part replacement in accordance with good maintenance practice to ensure continued operation of the organization and compliance with the maximum equipment downtimes.
- The contractor shall allocate 3 x technicians to be based in the Head Office, to respond to faulty air conditioners, including the data centre. Regional and satellite offices will be serviced from bidders office in the region concerned.
- The contractor shall report any trends detected that reflect system or equipment degradation, loss of performance, or frequency of failure to the GPAA.

(ii) *Reactive Maintenance*

- The contractor will respond to calls requesting repairs of air conditioners in all listed offices;
- All reactive maintenance will be required to be done during working hours except when there is an outage or a shutdown is required.

(iii) Current Airconditioning Equipment to be maintained include :

- All Samsung, York and Daikin Midwall units
- All Daikin under ceiling units
- All Dakin Hideaway units.
- All the Daikin, Dunham Bush, York Cassette units
- All the extractors in the bathrooms
- All Jet air units
- Airedale units for the datacentre
- Any additional air conditioning to be installed in the future in all the listed offices.

(c)Planned and reactive maintenance of refrigerators in all listed offices

- Refrigeration will be serviced annually;
- All reactive maintenance will be required to be done during working hours
- The contractor will respond to calls requesting repairs of refrigerators in all listed offices;
- All reactive maintenance will be required to be done during working hours except when there is an outage or a shutdown is required.
- Relevant industry labour rates to apply for all bidder's personnel.

The refrigeration units to be maintained include various brands of:

- Under counter fridges;
- Upright fridges;
- Bar fridges

(d) Maintenance of extractor fans

Monthly service of all extractor fans as the asset register in the RFP.

6. CALL OUTS:

The maximum time period with which the service provider must respond to an incident are:

- (a) Critical 2 hrs from notification
- (b) Non-critical 4hrs from notification
- (c) Ordering of spares 1,5 weeks from notification

7. LIST OF OFFICES TO BE SERVICED

Premises and location	Extent / Size (m ²)	Days per week
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GPAA Head Office,34 Hamilton Street, Arcadia	14450	Mon – Friday reactive maintenance 06:00 – 15:00 Saturday :8:00- 16h30 scheduled maintennace
Polokwane Office,87A Bok Street, Polokwane	444	Mon – Friday 07:00 – 16:00
Phuthaditjhaba Office Mandela Park Shopping Centre, 712 Public Road, Qwaqwa	602	Mon – Friday 07:00 – 16:00
Mafikeng Office Office 4/17 Mega City, Mafikeng	697	Mon – Friday 07:00 – 16:00
Gauteng Regional Office Corner Francis Baard & Meintjies Streets, Sunnyside, Pretoria	3 350	Mon – Friday 06:00 – 16:00 –reactive maintenance Saturday : 8:00-16:30 –scheduled maintenance
11 & 17 Old Main Road, Kimberley	415	Mon – Friday 06:00 – 15:00
Shop no 5, Imbizo place, Samora Machel Street, Mbombela	329.23	Mon – Friday 07:00 – 16:00

8.MAINTENANCE SCHEDULE OF AIR CONDITIONER UNITS IN OFFICES AND BOARDROOMS

ITEM	DESCRIPTION	MONTHLY	QUARTERLY	ANNUALLY
1	Remove air filters, clean and re-install correctly and ensure that filter frame and media is fitted property with no by-pass or obstruction.	X		
2	Check and correct condensate drain if necessary.	X		
3	Check condition and operation of thermostat and control.	X		
4	Check electrical wiring and component condition and operation	X		
5	Check for correct condenser air path and ensure that unit is free from any re-circulation.	X		
6	Check condenser fan for operation vibration and noise, correct if necessary.	x		
7	Check cooling cycle.	x		
8	Check heating cycle.	x		
9	Check for gas leaks, repair and top-up with refrigerant if required	X		
10	Check for pipe insulation damage, repair and vapour seal if required		X	
11	Check unit and unit casing for correct position and brackets are tight		X	
12	Check air grilles and diffusers for condition, correct position and adjustment.	X		
13	Check fan and motor for abnormal noise and vibration and rectify if necessary	X		
14	Check circuit breakers, starter, overloads and all other electrical and control components for condition and operation.	X		
15	Clean condenser and evaporator		X	
16	Clean drip tray and drain pipe		X	
17	Clean evaporator and condenser fans	X		
18	Clean filters on evaporator(renew if necessary)	X		
19	Check LP and HP pressures	X		

20	Clean condenser and evaporator.	X		
21	Check all electrical connections, voltages and currents.	X		
22	Test units heating and cooling for correct operation	X		
23	Check for short-circuiting of air or airflow obstruction and attend if necessary.	X		

MAINTENANCE OF AIR CONDITIONERS IN COMPUTER ROOMS DATA CENTRE

ITEM	DESCRIPTION	MONTHLY	QUARTERLY	ANNUALLY
1	Check operation of filters blockage pressure switch	X		
2	Check condition of evaporator coil and report	X		
3	Check operation and condition of fan and housing clean and lubricate where applicable	X		
4	Check drip pan and drains, clean and make sure not blockages can occur	X		
5	Check for refrigerant leaks	X		
6	Check general operation of units	X		
7	Check cooling cycles, record air temperatures and humidity levels	X		
8	Generally clean equipment		X	
9	Check for worn bearings, advise replacement cost		X	
10	Wash and clean evaporator coil		X	
11	Check all electrical connections and controls, make sure all connections are tight	X		
12	Check compressor mounting springs	X		
13	Check operation and condition of fans clean and lubricate where applicable	X		
14	Check gas charge, recording gas pressures	X		
15	Check for worn fan motor bearings	X		
16	Check and examine refrigerant pipe insulation for deterioration weathering,	X		
17	Check overload settings	X		
18	Starters, contactors and relays to be checked ensure that all contact points are clean.	X		

MAINTENANCE OF AIR DISTRIBUTION SYSTEMS

ITEM	DESCRIPTION	MONTHLY	QUARTERLY	ANNUALLY
1	Check all ducting for abnormal air leaks and seal if required.			X
2	Check all flexible duct and canvas connections for deterioration and rectify where required.			x
3	Check grill, louvers and dampers for deterioration and correct if required			x
4	Clean grilles and diffusers	x		
5	Operation of diffusers to be checked and corrected	x		

MAINTENANCE OF FRIDGES (estimated number is 300 ranging from 92- 299 litres)

ITEM	DESCRIPTION	MONTHLY	QUARTERLY	ANNUALLY
1	Check condition and operation of thermostat and control			X
2	Check for correct condenser air path and ensure that unit is free from any re-circulation.			X
3	Check condenser fan for operation vibration and noise, correct if necessary.			X
4	Check compressor for operation, vibration and noise and correct if required.			X
5	Check cooling cycle.			X
6	Check electrical wiring and component condition and operation.			X

Reactive maintenance of fridges will be logged with the appointed service provider as and when required.

MAINTENANCE OF EXTRACTOR FANS IN BATHROOMS (153 head office and 2 in Phuthaditjhaba office)

ITEM	DESCRIPTION	MONTHLY
1	Remove cover to access fan	X
2	Clean fan	X
3	Clean both covers	X
4	Blow the fan from inside out	X

8. SUPPLIER PERFORMANCE MANAGEMENT

Supplier Performance Management is viewed by the GPAA as a critical component in ensuring value for money acquisition and good supplier relations between the GPAA and all its suppliers. The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the GPAA, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance and ensure effective delivery of service, quality and value-add to GPAA's business.

8.1 Maintenance staff

The contractor shall provide and manage his maintenance staff to ensure timely, efficient execution of the Works with minimum interruption to the GPAA. Technicians must be issued with safety clothing with the company's name clearly visible.

Note: All Nominated, Selected and Direct Sub-contractors shall be deemed to be employees of the Contractor.

9. EVALUATION CRITERIA

9.1 Proposal Submission Format and Evaluation Criteria

9.1.1 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
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Section	Evaluation Criteria	Description
PHASE 1: Administrative Requirements		
<ul style="list-style-type: none"> • CSD tax compliant Report or Valid Tax Clearance Certificate or SARS Pin; • All Standard bidding document must be completed in full; • Valid Compensation for Occupational Injuries and Diseases Act, No.130 of 1993 (COIDA) letter of Good Standing (original or certified copy); • UIF-letter of good standing (original or certified copy); • Valid CIDB – minimum 6ME; • Valid South African Qualification and Certification Committee(SAQCC) registered gas practitioners under company name, to be attached (The SAQCC Gas has been officially appointed and mandated by the Department of Labour to register gas practitioners); • Valid wireman licence/certificate under company name to be attached; • Public liability (minimum of R1 million)/ Letter of intent from the insurance company to be attached. <p><i>Failure to comply with the required administrative compliance documents may render your bid unacceptable.</i></p>		
PHASE 2: Functionality		
Weighting 40%	Company Experience	<ul style="list-style-type: none"> • The Service Provider must clearly state their relevant experience in providing air conditioner and refrigeration repairs and maintenance services.(20%) • The Service Provider must attach current and previous client references letters in the Air Conditioning and Refrigeration repairs and maintenance industry (20%)
Weighting 20%	Capacity	<ul style="list-style-type: none"> • Attach an organogram that is specific to this tender. (10%) • 3- page CVs that demonstrate Experience Skills and Qualifications of all the technical personnel that will service the equipment.(10%)
Weighting 40%	Capability	<ul style="list-style-type: none"> • Demonstrate their presence in the towns/cities where the gpaa offices are located. (20) • Outline fault logging and call out process. (20)

Section	Evaluation Criteria	Description
PHASE 3: Pricing and BBBEE points claimed		
80	90	Price
20	10	Preference Points (BBBEE points claimed)
100	100	Total

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 or 90/10 criteria.

N.B.: The minimum qualifying score for functionality in this bid is 65%. Bidders 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 bidder (s) will be subjected to a due diligence and risk assessment exercise, the outcome of these reports may affect the bidding process.

10. GUIDELINE FOR RESPONSE

The Professional Service Provider should demonstrate the following:

10.1 Administrative requirements

Bidders must ensure that all the documents listed below form part of their submitted bid documents:

- CSD tax compliant Report or Valid Tax Clearance Certificate or SARS Pin;
- All Standard bidding document must be completed in full;
- Valid Compensation for Occupational Injuries and Diseases Act, No.130 of 1993 (COIDA) letter of Good Standing (original or certified copy);
- UIF-letter of good standing (original or certified copy);
- Valid CIDB – minimum 6ME;
- Valid South African Qualification and Certification Committee(SAQCC) registered gas practitioners under company name, to be attached (The SAQCC Gas has been officially appointed and mandated by the Department of Labour to register gas practitioners);
- Valid wireman licence/certificate under company name to be attached;
- Public liability (minimum of R1 million)/ Letter of intent from the insurance company to be attached.

10.2 Functionality/ Technical evaluation

Bidders should take note of the different elements within the evaluation of the technical phase. All the functionality elements should be captured in the technical response of the bidder.

The Technical Proposal should include and index which reflects the relevant sections being evaluated. Pages should also be numbered for ease of reference. Any Annexures should be cross referenced to the relevant element within the evaluation criteria.

10.2.1 **Experience** in providing Air Conditioning installations repairs and maintenance services

- A **minimum of 5 years experience** of the company in the Air Conditioning and Refrigeration repairs and maintenance industry. Practical experience in rendering air conditioner and refrigeration maintenance services must be supported by names of companies with whom the Bidder has contracted with. Contract start, end date and the value of each contract must be clearly documented. Data Centre Air Conditioner experience will result in a higher rating. Information provided will be subject to positive verification (due diligence).
- A **minimum of 3 current client reference letters** demonstrating the capability and quality of services rendered by the bidder in the Air Conditioning and Refrigeration repairs and maintenance industry.

10.2.2 **Capacity:** To demonstrate the company's capacity, bidders must submit, as part of the proposal, the following:

- (a) Attach an organogram that is specific to this tender. The organogram must outline the different positions/ specialities/ personnel that will be made avail to service all the listed offices;
- (b) A maximum 3 page CV, summarising employment history and relevant experience of each of the proposed team, including technicians that will be servicing the different offices. Please attach certified copies of the qualifications/Trade Test Certificate of technicians that will be servicing the GPAA offices.

10.2.3 **Capability**

(a) *National footprint:* Bidder must provide a list that demonstrate their National footprint. Where bidders will be subcontracting to 3rd parties, this must be clearly declared in the submission and the presence (addresses) of the subcontractors in the concerned areas must be clearly demonstrated.

(b) 24hr/365 call out facility :

Bidders must **outline a detailed fault logging / call out process** followed when clients report reactive maintenance required /an urgent air conditioner repairs request. All elements of the fault logging process must be outlined, until the fault is resolved

10.3. PRICE

Only the financial proposal of the companies who qualified in terms of the percentage threshold for functionality will be further evaluated.

11. SERVICE LEVEL AGREEMENT

The service provider will be responsible for the provision of a draft Service Level Agreement (SLA), which includes, among others:

- Contract Management
- Penalties regime for non-performance
- Operating times
- Service provider responsibilities
- Client responsibilities

REGISTER A: GPAA HEAD OFFICE AIR CONDITIONER REGISTER

ITEM	Room No.	Make	Capacity BTU/hr
1	A103	Daikin	24000
2	A203	Samsung	24000
3	A203	Infinity	12000
4	A205	Daikin	24000
5	A105	Daikin	12000
6	A106(open plan)	Daikin	12000
7	A206a(open plan)	Daikin	24000
8	A106b(open plan)	Daikin	24000
9	A206b(open plan)	Daikin	24000
10	A106c(open plan)	Infinity	18000
11	A206c(open plan)	Daikin	24000
12	A106d(open plan)	Daikin	12000
13	A206d(open plan)	Daikin	24000
14	A106e(open plan)	Infinity	18000
15	A206e(open plan)	Daikin	24000
16	A106f(open plan)	Daikin	12000
17	A206f(open plan)	Daikin	24000
18	A206g(open plan)	Daikin	24000
19	A106g(open plan)	Samsung	18000
20	A206h(open plan)	Daikin	24000
21	A204	Daikin	12000
22	A104a	Daikin	24000
23	A104b	Daikin	12000
24	B105	Daikin	24000
25	B205b	Samsung	24000
26	B107	Daikin	24000
27	B205a	Daikin	24000
28	B108a(open plan)	Daikin	24000
29	B207	Daikin	12000
30	B207	Daikin	12000
32	B207a	Daikin	12000
32	B209	Daikin	18000
33	B211b	Daikin	24000
34	B108a	Daikin	24000
35	B211a	Daikin	24000
36	B108b	Daikin	24000
37	B108d	Daikin	24000
38	B109	Daikin	18000
39	B104	Daikin	12000
40	B104	Daikin	18000
41	B104	Daikin	18000
42	B104	Daikin	12000
43	B104	Daikin	24000
44	B104	Daikin	18000
45	B104	Daikin	18000
46	B108e	Daikin	24000
47	B108f	Daikin	24000
48	B212a	Daikin	12000
49	B211a	Daikin	24000
50	B212	Daikin	18000
51	B210	Daikin	24000
52	B210a	Daikin	12000
53	B208	Daikin	24000
54	B108g	Daikin	24000

ITEM	Room No.	Make	Capacity BTU/hr
55	B108h	Daikin	12000
56	B108i	Daikin	24000
57	B206	Daikin	12000
58	B206a	Daikin	12000
59	B106	Daikin	12000
60	B110	Daikin	30000
61	B204	Daikin	24000
62	C116	Daikin	12000
63	C218	Daikin	18000
64	C116	Daikin	12000
65	C219	Daikin	18000
66	C117	Daikin	12000
67	C118	Daikin	12000
68	C220	Daikin	18000
69	C119	Daikin	18000
70	C221	Daikin	18000
71	C120	Daikin	12000
72	C222	Daikin	12000
73	C121	Daikin	12000
74	C122	Daikin	18000
75	C124a	Daikin	24000
76	C124b	Daikin	18000
77	Security reception	Daikin	24000
78	C125a	Daikin	24000
79	C202a	DC inverter	12000
80	C202b	DC inverter	12000
81	C202c	DC inverter	12000
82	C223	DC inverter	12000
83	C223b	DC inverter	12000
84	C224	Daikin	24000
85	Reception	Samsung	30000 cassette unit
86	CR1	Daikin	30000
87	CR1	Samsung	12000
89	CR1	Samsung	12000
90	CR1	Alliance	18000
91	CR1	Samsung	12000
92	CR1	Samsung	12000
93	1003	Daikin	18000
94	C110	Daikin	12000
95	C111	Daikin	18000
96	C108	Daikin	24000
97	C112	Daikin	12000
98	C206	Daikin	18000
99	C207	Daikin	12000
100	C209	Samsung	18000
101	C209b	Samsung	18000
102	C211a	Daikin	24000
103	C112a	Daikin	30000 cassette unit
104	C112b	Samsung	24000
104	C112b	Jet air	18000
106	C214	Daikin	18000
107	C212	Daikin	18000
108	C211	Daikin	18000
109	C112b	Daikin	24000
110	D102	Daikin	24000
111	D203	Daikin	12000
112	D202	Daikin	12000
113	D205	Daikin	18000

ITEM	Room No.	Make	Capacity BTU/hr
114	D204	Daikin	12000
115	D205a	Daikin	30000 Cassette unit
116	D206b	Daikin	24000
117	D207	Daikin	30000 Cassette unit
118	D205b	Daikin	30000 Cassette unit
119	D105	Daikin	12000
120	D205c	Daikin	30000 Cassette unit
121	D205d	Daikin	30000 Cassette unit
122	D105c	Daikin	18000
123	D105d	Daikin	18000
124	D106	Samsung	12000
125	D106	Daikin	24000
126	D208	Daikin	18000
127	D210	Daikin	24000
128	D211	Samsung	18000
129	D212	Daikin	18000
130	D213	Daikin	12000
131	D214	Daikin	18000
132	D215	Samsung	18000
133	D216	Daikin	12000
134	D217	Daikin	12000
135	D109	Daikin	18000
136	D110	Daikin	18000
137	E107	Daikin	24000
138	E107	Daikin	18000
139	E109	Daikin	18000
140	E113	Daikin	18000
141	E110b	Daikin	18000
142	E110c	Daikin	18000
143	E110d	Daikin	12000
144	E110e	Daikin	12000
145	E105	Dunham bush	12000
146	E204	Dunham bush	12000 cassette
147	E204	Dunham bush	12000 cassette
148	E204a	Samsung	24000 cassette
149	E204d	Dunham bush	30000 Cassette unit
150	E204e	Dunham bush	30000 Cassette unit
151	E204	Dunham bush	30000 Cassette unit
152	E204h	Dunham bush	18000 Cassette unit
153	E204g	Dunham bush	18000 Cassette unit
154	E204c	Samsung	30000 Cassette unit
155	E200	Dunham bush	12000
156	F102	Daikin	18000
157	F101	Daikin	18000
158	F203	Samsung	18000
159	F203	Daikin	18000
160	F203	Samsung	12000
161	F203	Samsung	12000
162	F203	Samsung	12000
163	F203	Daikin	12000
164	F204	Daikin	18000
165	F205	Samsung	18000
166	F207	Daikin	24000
167	F208	Samsung	18000
168	F209	Daikin	12000
169	F210	Daikin	18000
170	F214	Daikin	18000
171	F200	Samsung	18000

ITEM	Room No.	Make	Capacity BTU/hr
172	F213	Samsung	18000
173	F02	Daikin	12000
174	F04	Daikin	60000 cassette unit
175	F04	Daikin	60000 cassette unit
176	F05	Daikin	18000
177	G203a	Daikin	24000
178	G103	Daikin	24000
179	G203b	Daikin	24000
180	G105a	Daikin	18000
181	G108	Daikin	24000
182	G206	Daikin	30000 cassette unit
183	G206	Daikin	60000 cassette unit
184	G206	Samsung	30000 cassette unit
185	G206	Samsung	30000 cassette unit
186	G205	Samsung	24000
187	G108	Daikin	18000
188	G204a	Daikin	18000
189	G204b	Daikin	12000
190	G104	Daikin	24000
191	G203c	Daikin	12000
192	G105c	Daikin	18000
193	G05	Samsung	18000
194	G05	Samsung	18000
195	G05	Samsung	18000
196	G05	Daikin	18000
197	G05	Daikin	18000
198	G05	Daikin	18000
199	G05	Daikin	18000
200	G005 battery room	Daikin	24000
201	G005 UPS room	Daikin	24000
202	G005 UPS room	Daikin	24000
203	G005	Daikin	24000
204	G005	Daikin	18000
205	G108b	Daikin	24000
206	G106a	Daikin	18000
207	Bateleur	Samsung	30000 cassette unit
208	Bateleur	Samsung	30000 cassette unit
209	G107	Daikin	18000
210	G108a	Daikin	18000
211	G109	Daikin	24000
212	G105d	Daikin	18000
213	G005	Daikin	18000
214	H208h	Jet air	12000
215	Network cabinet block H	General	12000
216	Network cabinet block H	Daytek	30000
217	H208g	Daikin	24000
218	H12	Daewoo	12000
219	H11	Daytek	18000
220	H10	Daytek	18000
221	H09	Daytek	18000
222	H09	Daytek	18000
223	H09	Daytek	18000
224	H09	Daytek	18000
225	H07	Daytek	30000
226	H07	Daytek	30000 cassette unit
227	H07	Daytek	30000 cassette unit
228	H07	Daytek	30000 cassette unit
229	H07	Daytek	30000 cassette unit

ITEM	Room No.	Make	Capacity BTU/hr
230	H06	Daikin	12000
231	H02a	Alliance	60000 cassette unit
232	H01a	Daikin	12000
233	H01b	Daikin	12000
234	H208e	Daikin	24000
235	H208d	Daikin	24000
236	H208c	Daikin	30000
237	H208a	Daikin	24000
238	H207	Samsung	12000
239	H203	Samsung	12000
240	H202b	Daikin	12000
241	H202a	Samsung	12000
242	H113	Daikin	18000
243	H206	York	12000
244	H208i	Daikin	24000
245	H208j	Daikin	12000
246	H208	Daikin	18000
247	H208	Daikin	18000
248	H208	Daikin	18000
249	H208	Samsung	24000
250	H208	Samsung	24000
251	H208	Samsung	24000
252	H208	Samsung	24000
253	H208	Samsung	24000
254	H213A	Daikin	18000
255	H213B	Daikin	18000
256	Cafeteria	Carrier	30 000 cassette unit
257	Cafeteria	Carrier	30 000 cassette unit
258	Cafeteria	Samsung	12000
259	Extractor fans	X150	

REGISTER B: DATA CENTRE

ITEM	Room No.	Make	Capacity BTU/hr
1	Data centre	Airedale Alpha Cool B	160 000
2	Data centre	Airedale Alpha Cool B	160 000
3	UPS room	Samsung	18 000
4	UPS room	Daikin	24 000
5	UPS room	Daikin	24 000
6	Battery room	Daikin	24 000

REGISTER C: TREVENNA CAMPUS

ITEM	LOCATION	MODEL	CAPACITY
1	1 ST floor server room	LG	18 000
2	2 nd floor server room	LG	18 000
3	3 rd floor server room	LG	18 000

REGISTER D: MAHIKENG REGIONAL OFFICE

ITEM	LOCATION	MODEL	CAPACITY
1	Manager's office	Daikin	18000
2	Supervisors' office	Jet Air	18000
3	CLO's office	Jet Air	18000
4	Walk in Centre	Jet Air	18000
5	Walk in Centre	Daikin x2	30000
6	Server room	Daikin	12000
7	Scanner room	Jet Air	18000
8	Training Room	Daikin x 2	18000
9	Boardroom	Daikin	18000
10	Reception	Daikin	18000
11	Reception	Daikin	30000
12	Front office	Daikin x 2	18000

REGISTER E: PHUTHDITJHABA SATELLITE OFFICE

ITEM	LOCATION	MODEL	CAPACITY
1	Manager's office	Samsung	12000
2	Back office	Samsung	12000
3	Open office A	Samsung	12000
4	Meeting room	Samsung	18000
5	Meeting room	Samsung	18000
6	Kitchen	Samsung	18000
7	Walk in centre	Samsung	24000
8	Walk in centre	Samsung	24000
9	Waiting area	Samsung	24000
10	Security room	Samsung	18000
11	Server room	Unitherm	18000
12	Interview room	Unitherm	18000
13	Walk-in centre	Unitherm	18000

REGISTER F: KIMBERLEY

ITEM	LOCATION	MODEL	CAPACITY
1	Branch manager's office	Samsung	18000
2	supervisor's office	Samsung	18000
3	CLO's office	Samsung	18000
4	Walk in centre	Alliance air	18000
5	Walk in centre	Alliance air	18000
6	Walk in centre	Samsung	18000
7	Kitchen	Samsung	18000
8	Corridor	Samsung	18000
9	Waiting area	Samsung	18000
10	003	Daikin	12000
11	006	Samsung	12000
12	Back office	Samsung	24000

REGISTER G: POLOKWANE

ITEM	LOCATION	MODEL	CAPACITY
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ITEM	LOCATION	MODEL	CAPACITY
1	Branch manager's office	Neo-cool	12000
2	Supervisor's office	Neo-cool	12000
3	CLO's office	Infinity	12000
4	Walk in centre	York	12000
5	Walk in centre	York	12000
6	Board room	Neo-cool	12000
7	Canteen	Neo-cool	12000
8	Server room	Daikin	18000

REGISTER H: NELSPRUIT

ITEM	LOCATION	MODEL	CAPACITY
1	Branch manager's office	Carrier	18000
2	Server room	Carrier	18000
3	Back office	Carrier	18000
4	Front office	Carrier	18000
5	Front office	Carrier	18000
6	Board room	Carrier	18000

REGISTER I: JOHANNESBURG

ITEM	LOCATION	MODEL	CAPACITY
1	Waiting area	Jet air	18000
2	Supervisor's office	Jet air	18000
3	Customer service area	Jet air x2	18000
4	Consultation room	Jet air	18000
5	Office 1	Jet air	18000
6	Back office	LG	18000
7	Office 2	Jet air	18000
8	Kitchen	Jet air	18000
9	Board room	Jet air	18000
10	Server room	Jet air	12000
11	Branch Managers office	Jet air	18000
12	Security room	LG	18000

REGISTER J: MTHATHA

ITEM	LOCATION	MODEL	CAPACITY
1	Branch manager's office	Alliance air	18000
2	Boardroom	Alliance air	18000
3	Back office	Alliance air	18000
4	Front office	Alliance air	18000
5	Front office	Alliance air	18000
6	Server room	Daikin	12000

Replacement Air Conditioner Units.

Air conditioner type	Capacity (BTU/hr)	Number of units to be installed

Daikin(Inverter)	12 000 split type unit	50
Daikin(Inverter)	12 000 split type unit	50
Daikin(Inverter)	24 000 split type unit	25
Daikin(Inverter)	30 000 cassette type unit	20
Daikin(Inverter)	48 000 hide away unit	10
Airedale Alpha Cool B	160 000 btu (data centre)	1

REPLACEMENT PARTS

Replacement parts are listed in the pricing schedule.

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 04/2021	CLOSING DATE	14 April 2021	CLOSING TIME	11h00 am
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DESCRIPTION	Supply, installation, repair and maintenance of air-conditioners, extractor fans and refrigerators at GPAA offices
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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	Fortune Mogwatjana	CONTACT PERSON	
TELEPHONE NUMBER	N/A	TELEPHONE NUMBER	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	Fortune.Mogwatjana@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]		BBBEE STATUS LEVEL SWORN AFFIDAVIT
	<input type="checkbox"/> Yes <input type="checkbox"/> No		[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 any interest in any other related companies whether or not they are bidding for this contract? Yes No

If so, furnish particulars:

.....

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

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

4 DECLARATION

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

I ACCEPT THAT THE 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	90
BBBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and BBBEE must not exceed	100	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.

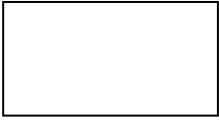
7.7 Total number of years the company/firm has been in business:

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



WITNESSES

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

.....

.....

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.

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



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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: **Wednesday, 14 April 2021**

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

1.1.4. Compulsory Briefing session: **Due to restrictions on gatherings there will not be a briefing session, however, bidders will be given an opportunity to send clarity seeking questions if any to fortune.mogwatjana@gpaa.gov.za. Responses to the questions will be uploaded on our website**

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. A minimum number of **three (3)** copies of the technical proposal are required.

1.3.3. Failure to comply to the above indicated provision may lead to a proposal being disqualified.

1.3.4 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.

1.4.2 The packaging of the bid should clearly reflect the name of the bidder, name of a representative (contact person) and a return address

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.



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Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

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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

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2. Application
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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.