



the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

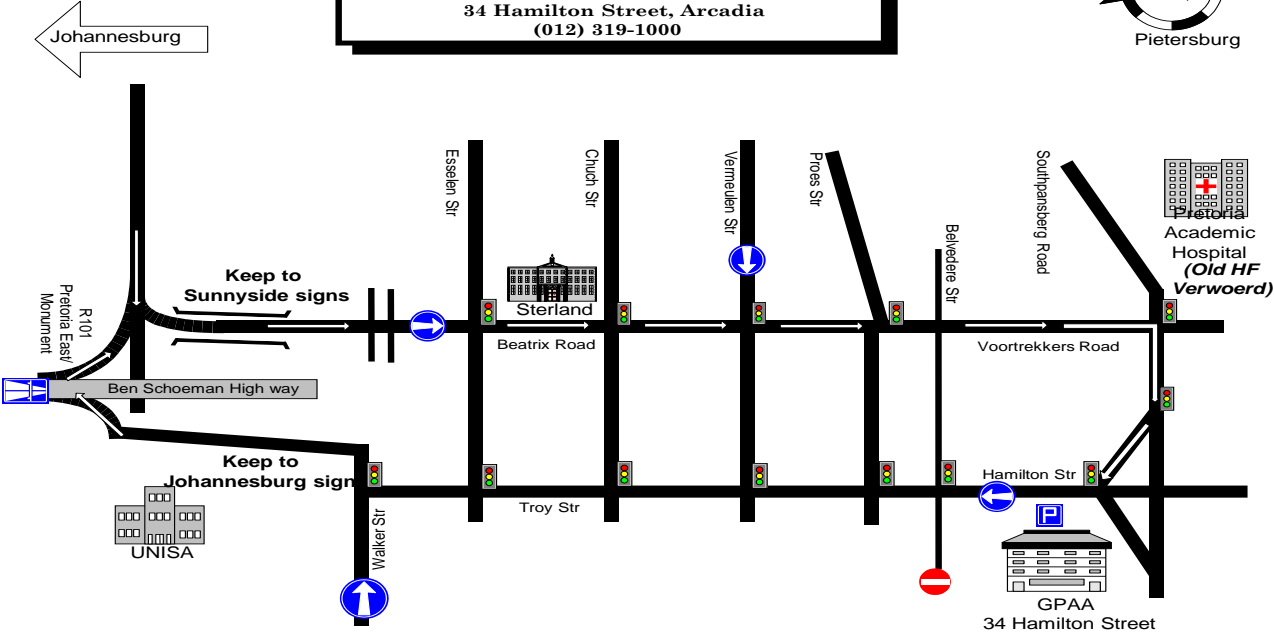
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Government Pensions Administration Agency (GPAA)

(GPAA 08/2022)

Request for Proposal (RFP) for the provision of security services, at the following GPAA offices, Mahikeng, Rustenburg and Johannesburg, for a period of 3+1+1 years.

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



Enquiries:

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Last day of responding to written enquires will be seven days before bid closing date

Physical address:

GPAA Offices
34 Hamilton Street
Arcadia
Pretoria

TERMS OF REFERENCE

1. OBJECTIVE

1.1 The GPAA intends to appoint an experienced service provider for the provisioning of security services, at Mahikeng, Rustenburg and Johannesburg Offices, as detailed in this Request for Proposal (RFP).for a period of 3+1+1 years. .

2. FUNCTIONS OF THE GPAA

2.1 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.

2.2 The GPAA Physical Security Unit is responsible to ensure effective Physical Security and Access control at all the GPAA premises, including Safeguarding of GPAA offices, assets and employees; Access control services (in- and outgoing assets and people properly registered); Operating of the CCTV, x-ray machine and walk through metal detectors to ensure the safety of the GPAA employees, visitors and assets.This tender is for the appointment of Service Provider for the provision of Physical Security services i.e Security Officers,Access Control Management system for a period of 3+1+1.

3. METHODOLOGY

The following elements are critical to the successful delivery of the Security Management Services :

- 3.1 An in-depth knowledge of the Safeguarding of /premises , assets and employees;
- 3.2 Access control services in- and outgoing assets and people properly registered;
- 3.3 Operating of the x-ray machine and walk through metal detector;
- 3.4 Positioned to have relief staff to ensure continuity of services; and
- 3.5 Sufficient resources available to deliver the required service.

4. SCOPE OF WORK

4.1 General

The provision of security services will include the following:

- 4.1.1 Formal security risk assessment conducted bi-annually;
- 4.1.2 Safeguarding of GPAA offices, assets and employees;
- 4.1.3 Access control services (in- and outgoing assets and people properly registered);
- 4.1.4 Operating of the x-ray machine and walk through metal detector;
- 4.1.5 Control Room Monitoring of CCTV cameras;
- 4.1.6 Management of keys ;
- 4.1.7 Patrolling of the building and the premises;
- 4.1.8 Escorting of goods in transit, visitors, employees and VIP's to their destination within the building / premises;
- 4.1.9 Inspect and report OHS non-compliance in all offices;
- 4.1.10 Submit weekly and monthly security and OHS reports ;
- 4.1.11 Reporting of OHS, Security Breaches and Crime related incidents to the GPAA,Security Management and SAPS when necessary;
- 4.1.12 Conducting of the incidents preliminary investigations and provision of reports; within agreed time frames;

4.2 DURATION OF CONTRACT

4.2.1 The contract will be for a period of 3+1+1 years ,.

4.3 SERVICE LOCATION

Location:

4.3.1 The services will be provided at the GPAA office as indicated in the table below, however the service provider must be prepared to relocate its services in case of relocation of the GPAA office to other premises.

4.3.2 GPAA also reserves the right to increase or reduce the number of the Security Officers of respective grades (C, B or A) at any stage as when the need arises.

Office number	Office name	Location and physical address
1.	Mahikeng Office	Office no 4/17, Mega City, Mmabatho
2.	Rustenburg	Unit A 2221, Erf 3582, Tlhabane House, Rustenburg.
3.	Johannesburg	UCB House, 2nd Floor, 74 - 80 Marshall Street Marshalltown

4.4 SCHEDULE OF SERVICES:

4.1 The service provider will be required to perform security services at the above specified GPAA locations and shall take all necessary steps to safeguard the premises, vehicles including contents, assets and the people i.e. staff, clients and visitors, which safeguarding is to be executed by applying access control in terms of the Control of Access to Public Premises Act 53 of 1985 as outlined in the table below:

TABLE :1 LOCATION 1: MAHIKENG OFFICE

OFFICE	Post	Grade	Shift		Days per week
			Day (06:00 – 18:00)	Night (18:01 – 05:59)	
Mahikeng	Posting: Monday to Friday:				
	Reception. – X-Ray Machine	C	3	1	Mon - Fri
	Site Supervisor	A	1	0	Mon - Fri
Total			4	0	
Grand Total			5		Mon - Fri
Mahikeng (06:00 – 18:00)	Posting: Saturday, Sunday & Public Holidays				
	Patrols	C	1	1	Weekends & Holidays
Total			2		Weekends & Holidays

TABLE :2

LOCATION 2: RUSTENBURG OFFICE

OFFICE	Post	Grade	Shift		Days per week
			Day (06:00 – 18:00)	Night (18:01 – 05:59)	
Rustenburg Office	Posting: Monday to Friday:				
	Ground Floor Reception – X-Ray	C	3	1	Mon - Fri
Total			3	1	Mon – Fri
Grand Total			4		Mon – Fri
Rustenburg Office	Posting: Saturdays, Sundays & Public Holidays:				
	Ground Floor	C	1	1	Weekends & Holidays
Total			1	1	Weekends & Holidays
Grand Total			2		Weekends & Holidays

TABLE :3

LOCATION 3: JOHANNESBURG OFFICE

OFFICE	Post	Grade	Shift		Days per week
			Day (06:00 – 18:00)	Night (18:01 – 05:59)	
Rustenburg Office	Posting: Monday to Friday:				
	Ground Floor Reception – X-Ray	C	5	1	Mon - Fri
Total			5	1	Mon – Fri
Grand Total			6		Mon – Fri
Rustenburg Office	Posting: Saturdays, Sundays & Public Holidays:				
	Ground Floor	C	1	1	Weekends & Holidays
Total			1	1	Weekends & Holidays
Grand Total			2		Weekends & Holidays

TABLE: 4 Fully functional security equipment / tools to be provided (Torches, battons, handcuffs, pens, pocket books and occurrence books should be considered under administrative overheads costs)

Description	Quantity	Comments
MAHIKENG OFFICE		
Push To Talk with charger	3	To be provided by the service provider at a static duty point for communication between the site and the service provider's control room
RUSTENBURG		
Push To Talk with charger	3	To be provided by the service provider at a static duty point for communication between the site and the service provider's control room
JOHANNESBURG		
Push To Talk with charger	3	To be provided by the service provider at a static duty point for communication between the site and the service provider's control room

4.5 DETAILED REQUIREMENTS

4.5.1 The bidding service provider must be registered in terms of the Private Security Industry Regulatory Authority (PSIRA), submit valid proof thereof.

4.6 SECURITY OFFICERS (UNARMED):

4.6.1 The security officers must not be younger than 18 years of age.

4.6.2 The security officers must have obtained at least a Senior Certificate (Matric) / equivalent qualification.

4.6.3 Security officers deployed to render the security services must be trained to the standard set by the Private Security Industry Regulatory Authority (PSIRA) and at PSIRA accredited training centre.

4.6.4 The security officers must be conversant regarding the implementation of the Control of Access to Public Premises and Vehicle Act No. 53 of 1985.

4.6.5 Security officers need to have good communication skills (verbal and written).

4.6.6 Security officers need to be trained in the following (including refresher training for the duration of the contract period):

- Firefighting training;
- Visitor Management System
- Checkpoint screener and X-Ray interpretation training.
- OHS Training

4.6.7 All security personnel to render a service to any GPAA offices need to be screened through the GPAA vetting process 15 days prior to site posting.

4.6.8 The replacement of any security officer may only be executed with prior written consent of the GPAA Physical Security Manager.

4.6.9 The GPAA holds the right to screen and interview the security officers deployed to render the service and request in writing an immediate replacement should the security officer not meet the criteria or perform to the accepted standard.

4.7 ASSUMPTION OF DUTY:

4.7.1 The service provider must be in a position to assume duty within 1 month after acceptance of the proposal.

4.8 MAXIMUM SHIFT HOURS:

4.8.1 No security personnel will be permitted to work a shift longer than twelve (12) hours.

4.9 MINIMUM WAGES:

4.9.1 It is expected that the service provider shall pay the employees at least the minimum monthly basic wage with full benefits, as per National Bargaining Council for Private Security Sector Collective Agreement.

4.9.2 The GPAA will not be held accountable for any unpaid wages however the spot checks during the contract shall be conducted by the GPAA Physical Security Management to verify compliance).

4.9.3 Bids must be compiled in line with the National Bargaining council for the Private Security Sector (NBCPSS) new pricing structure rates effective as from 2 March 2022.

4.10 SECURITY SERVICES

4.10.1 The quality of the service to be rendered must be in accordance with the acceptable security standards and within GPAA internal Physical Security Policy and Procedures, which will be included in the SLA signed with the successful service provider.

4.10.2 It is the service provider's responsibility to ensure that security officers are familiarized with the GPAA internal Physical Security Policy ,Procedures and Job Descriptions.

4.11 OATH OF SECRECY:

4.11.1 Security personnel as well as service provider management involved with the GPAA at the commencement of this agreement must sign an "Oath of Secrecy" declaration and submit the declaration to the GPAA Physical Security Manager.

4.11.2 The supervisor and security officers must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the GPAA.

4.11.3 The supervisor and security officers are prohibited from reading documents or records in offices or unnecessary handling thereof.

4.11.4 The service provider or any of his/her employees may not furnish any information concerning the GPAA and its activities to the public or media.

4.12 SECURITY CLEARANCE:

4.12.1 The company and its directors will be subjected to the GPAA security screening process which involves company financial status and bank code prior to awarding the bid.

4.13 GENERAL REQUIREMENTS FOR SECURITY OFFICERS:

Security officers will be required to sign an adherence to a code of conduct as stipulated below:

- 4.13.1 Security officers must at all-time present an acceptable image and appearance while on duty which implies, inter alia, that they may not sit, smoke, eat or drink while attending to people.
- 4.13.2 Security officers must refrain from using electronic devices such as cell phones and tablets in a manner that will interfere with the execution of their duties.
- 4.13.3 The supervisors and security officers must at all times present a positive and dedicated attitude. A dedicated attitude approach shall imply, inter alia, that there shall be no unnecessary arguments with clients, visitors/staff or discourteous behaviour towards them, but rather a friendly, courteous and professional conduct towards employees and visitors.
- 4.13.4 The supervisors and security officers must be physically healthy and medically fit for the execution of their duties.
- 4.13.5 The GPAA retains the right to ascertain from PSIRA as to whether the supervisors and security officers are in good standing .

4.14 SECURITY OFFICER'S RECORDS:

- 4.14.1 The service provider must keep proper files on site as well as appropriate documents of all security officers who are employed for rendering the service to the GPAA, for the purpose of inspection.
- 4.14.2 The appropriate documents shall include, inter alia, the following:
 - 4.14.2.1 Grading of Security Officers,
 - 4.14.2.2 Training certificates of successfully completed security courses as prescribed by the Private Security Industry Regulatory Authority,
 - 4.14.2.3 Monthly submission of proof of payment received by security officers in the form of an employee payment payslips, the GPAA reserves a right to inspect proof thereof. Failure to comply will lead to immediate termination of the contract.
 - 4.14.2.4 Proof of grade registration with PSIRA (e.g. Grade A,B or C).

4.15 SECURITY REGISTERS:

- 4.15.1 The service provider must ensure that all registers are always available as per site requirement.
- 4.15.2 All registers utilized for rendering of services, including the OB (Occurrence Book) shall remain the property of the GPAA.

5. PRICE

- 5.1 Bidders are expected to populate the attached SBD 3.1 excel password protected pricing schedule digitally on shaded rows, print the populated document, sign and submit it in a separate envelop.
- 5.2 Bidders may be asked to submit the SBD 3.1 soft copy if GPAA deems it necessary to do so for purposes of verifying accuracy of the submitted tender price.
- 5.3 Only the financial proposal of the companies who qualified in terms of the percentage threshold for functionality will be further evaluated and incomplete pricing schedule will lead to disqualification
- 5.4 The cost per security officer shall include all administrative overheads like **torches, battons, handcuffs, pens, pocket books and Occurrence Book.**

6. SUPPLIER PERFORMANCE MANAGEMENT

- 6.1 Supplier Performance Management is viewed by the GPAA as a critical component in ensuring value for money acquisition and its service providers.
- 6.2 The successful bidder shall upon receipt of written notification period of an award, be required to conclude a Service Level Agreement (SLA) with the GPAA, which will form an integral part of the contract.
- 6.3 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.

7. PENALTY REGIME

- 7.1 Subject to General condition of Contract (GCC), the penalties will be applicable in terms of non delivery of service. More details will be included on the SLA.

8. DURATION OF APPOINTMENT

- 8.1 The contract will be for a period of 3+1+1 years.

9. CONTRACT MANAGEMENT

- 9.1 Appointed contractor must conduct quarterly meetings with the GPAA Physical Security Management responsible for the contract.
- 9.2 Appointed contractor will compile a monthly reports with recommendations for monitoring, management, as well as improvements will be submit to the Security Manager within 10 working days after the end of the month.
- 9.3 Signed SLA will be enforced with penalties and non compliance to required service and standards will be communicated in writing or written warning letters.
- 9.4 The appointed service provider will be expected to comply and provide proof of certificate of compliance with (COIDA and PSIRA for every year for the duration of the contract.

10. GUIDE TO RESPOND:

This bid will follow a four-phases evaluation process, the first phase being an evaluation of mandatory/pre-qualification requirements, followed by the second phase, being functionality, the third phase, being administrative compliance, as per criteria and the fourth phase, being price and preference points evaluated in terms of the PPR 2017 using the 80/20 or 90/10 criteria.

- **Phase 1- Mandatory/ Prequalification requirements**
- **Phase 2 – Functionality/Technical evaluation**
- **Phase 3- Administrative requirements**
- **Phase 4 – Price and BBBEE**

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 Annexure should be cross referenced to the relevant element within the evaluation criteria.

Service providers are also required to disclose any litigation against the company, including any liquidation or business rescue proceedings, whether pending, commenced or finalized.

Service providers should also confirm if the company and its director(s), sub-contractors and suppliers have been blacklisted or are being subjected to the process of being blacklisted.

THE BIDDER SHOULD DEMONSTRATE THE FOLLOWING:

10.1. (PHASE 1) MANDATORY /PREQUALIFICATION REQUIREMENTS

10.1.1 Valid Company Certificate of registration with Private Security Industry Regulation Act.(PSIRA)

10.1.2 A valid Public Liability cover of a minimum R5 million rand or Letter of intent

10.1.3 Pricing schedule (SBD 3.1)

10.1.4 Technical proposal

10.2. (PHASE 2) FUNCTIONALITY/TECHNICAL EVALUATION REQUIREMENTS

10.2.1. Experience in providing physical security

10.2.1.1 Submit a table showing experience in providing security services.

10.2.1.2 Submit a minimum of five signed reference letters or testimonials on the letterhead of the company providing reference. Such letters should indicate the quality of services rendered, including the value of project and contract period. The contracts values should be of a combined minimum contract value of R15 Million

10.2.2. Capacity

10.2.2.1 Company management hierarchy should be provided and describe the roles and responsibilities of assigned staff.

10.2.2.2 The Site Supervisor should have a minimum of Matric, PSIRA Grade A certificate and should have a minimum of five years' experience in a similar supervisory position within the security industry.

10.2.2.3 Security Officers (20) should have a **Matric** , **PSIRA Grade C certificate** and a **minimum relevant experience of one (1) year** in Security industry.

NB: Comprehensive CV's with certified copies of Qualifications, valid PSIRA certificates and Identity Document should be submitted with proposals.

10.2.3. Capability (Project execution plan to be included should demonstrate 10.2.3.1 – 10.2.3.6 as well as ability to start rendering services within 1 month from issued purchase order date or signed SLA):

10.2.3.1 Work breakdown structure including delivery timelines per office;

10.2.3.2 How the work will be managed and resources deployed;

10.2.3.3 Process and work flows within the firm;

10.2.3.4 How the service provider will deal with crisis management;

10.2.3.5 Reporting lines between the bidder and GPAA in terms of contractual obligations and

10.2.3.6 Incident and emergency management (Describe how emergencies / incidents, requests, changes and staff leave/ absenteeism will be handled. also, include how value added services will be communicated to the GPAA)

10.3. (PHASE 3) ADMINISTRATIVE REQUIREMENTS

- 10.3.1 CSD Tax Complaint Report at the date when the bid is submitted
- 10.3.2 COIDA letter of good standing (original or certified copy)
- 10.3.3 SBD 4 and SBD 6.1

10.4. (PHASE 4) PRICE AND BBBEE

- 10.4.1 All bids will be evaluated in terms of the PPR2017, The 90/10 or 80/20 evaluation criteria will be applied,
Note: Bidder who do not submit original or certified copy of the B-BBEE Status Level Verification Certificates or Original or Certified Sworn Affidavit on the closing date and time or who are non-compliant contributors to B-BBEE, will not qualify for preference points. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.

11. EVALUATION CRITERIA

11.1. Proposal Submission Format and Evaluation Criteria

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
Section	Evaluation Criteria	Description		
PHASE 1: Mandatory/Prequalification Requirements				
<ul style="list-style-type: none"> • A valid Public Liability cover of a minimum R5 million rand or letter of intent • Technical Proposal • Valid Company Certificate of registration with Private Security Industry Regulation Act.(PSIRA) • Pricing schedule (SBD 3.1) <p><i>Failure to submit the required documents will render your bid unacceptable, therefore be disqualified.</i></p>				
PHASE 2: Functionality				
Weighting 35%	Company Experience	<u>Relevant Clients Reference letters:</u>		
		Submit a minimum of five signed reference letters or testimonials on the letterhead of the company providing reference. Such letters should indicate the quality of services rendered, including the value of project and contract period. The contracts values should be of a combined minimum contract value of R15 Million and above (35%)		

Weighting 40%	Capacity	<u>Site Supervisor (In charge of control room and Security Officers) Experience & Qualification/s</u>
		A minimum of Matric, valid PSIRA Grade A certificate and should have a minimum of five years' experience in a similar supervisory position within the Security industry. (10%)
		<u>Security Officers Experience & Qualification/s (20 Security Officers)</u>
		<ul style="list-style-type: none"> Security Officers should have a Matric (10%)
		<ul style="list-style-type: none"> Security Officers should have a valid PSIRA Grade C certificate (10%)
		<ul style="list-style-type: none"> Security Officers should have a minimum of one (1) year experience in Security industry. (10%)
		NB: Provide a table/list of Security Officers with certified copies of Matric/Qualifications, valid PSIRA certificates and years of experience should be submitted with proposals.
Weighting 25%	Capability 25%	Project Execution plan including the following and the delivery will be expected within 1 month from issued purchase order date or signed SLA):
		<ul style="list-style-type: none"> Work breakdown structure including delivery timelines per office; How the work will be managed and site take-over i.e equipment and resource allocations e.g staff uniform ; Process and work flows within the firm; How the service provider will deal with crisis management and ; Reporting lines between the bidder and GPAA in terms of contractual obligations.
100%		

PHASE 3: Administrative Requirements

- CSD Tax Complaint Report at the date when the bid is submitted
- COIDA letter of good standing (original or certified copy)
- SBD 4 and SBD 6.1

Bidders who do not submit the requested documents, will be given a maximum of 2 business days to submit. Failure to submit will render the bid non-responsive and unacceptable. It will therefore be disqualified.

Note: Bidders with a non- tax compliant status will be afforded seven working days to correct the non-compliance on the CSD. Failure to comply will render the bid unacceptable and it will therefore be disqualified

PHASE 4: Pricing and BBBEE points claimed

80	90	Price
20	10	Preference Points (BBBEE points claimed)

100	100	Total
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N.B.: The minimum qualifying score for functionality in this bid is 60%. Suppliers who fail to meet the minimum qualifying score of 60% will be eliminated and not considered for the third phase of evaluation.

12. DISCLAIMER

- 12.1** The GPAA reserves the right not to appoint any service provider and is also not obligated to provide reasons for the rejection of any proposal whilst the process is still underway of finalising.
- 12.2** GPAA reserves the right not to appoint the highest scoring Bidder based on objective criteria, that may include the results of the due diligence and risk assessment process where one is planned to be undertaken by GPAA;
- 12.3** The shortlisted bidders will be subjected to a due diligence and risk assessment exercise. The outcome of these exercises will influence the conclusion of the bidding process and may affect the final recommendation to award.
- 12.4** Risk assessment will be conducted by an outsourced service provider with a mandate from the GPAA, which will focus on, but not limited to company history, financial information, directors of the company, business interest, any judgement against the company or directors, etc.
- 12.5** The due diligence will be based on the verification of information contained in the bidder's proposal and the bidders accept that the information provided in its bid is accurate.



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Department:
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REPUBLIC OF SOUTH AFRICA

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Annexure A

Government Pensions

Administration Agency (GPAA)

SUPPLY CHAIN MANAGEMENT (SCM)

Standard Documents

**SBD1
PART A**

INVITATION TO BID

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

BID NUMBER	GPAA 08/2022	CLOSING DATE	28 July 2022	CLOSING TIME	11:00am
DESCRIPTION	Provision of security services at the GPAA Mahikeng, Rustenburg and Johannesburg Offices for a period of 3+1+1 year.				
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	LESEGO MOTLHASEDI		CONTACT PERSON		
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	Lesego.Motlhasedi@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]
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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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 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	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
6	3	6

BBBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
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:

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

Yes No

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

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

SBD 6.1

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.



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: **28 July 2022**

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

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. Only suppliers who meet the minimum of **60%** on functionality will be considered for third 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

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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

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.