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**Government Pensions Administration Agency (GPAA)**

**Request for proposals for:**

1. **installations, repairs and maintenance of electrical infrastructure,**
2. **service and maintenance of stand-by generator; and**
3. **maintenance of Uninterrupted Power Supply (UPS) for a period of 36 months**



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

34 HAMILTON STR

PRETORIA, ARCADIA

PENSION ADMINISTRATION BUILDING

If the bid document is too large to fit in the Tender Box, an official from the Demand and Acquisition section of the Supply Chain Management Directorate may be contacted at the following e-mail address:

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**Topic Page**

1. Introduction 04 of 58 to 04 of 58
2. Purpose 04 of 58 to 04 of 58
3. Deliverables 04 of 58 to 04 of 58
4. Scope of work 05 of 58 to 10 of 58
5. Agreement duration 05 of 58 to 05 of 58
6. Responsibilities 10 of 58 to 12 of 58
7. Contractors performance 12 of 58 to 12 of 58
8. Terms of payment 13 of 58 to 13 of 58
9. AD HOC repairs 13 of 58 to 13 to 58
10. Evaluation criteria 14 of 58 to 15 of 58
11. Guide to respond 15 of 58 to 16 of 58
12. SBD Forms 17 of 58 to 37 of 58
13. Special Conditions of Contract 38 of 58 to 41 of 58
14. General Conditions of Contract 42 of 58 to 58 of 58

**1. INTRODUCTION**

The Government Pensions Administration Agency (GPAA) was established in 2010, in terms of section 7A (4) of the Public Service Act of 1994. The GPAA serves its customers and stakeholders from a state owned property situated at 34 Hamilton Street in Pretoria and is classified as a Heritage building. The GPAA has an electrical infrastructure uninterrupted power supply and a backup generator in its offices. This was done in line with the Occupational Health and Safety Act as Amended which requires an employer to ensure that the workplace is safe and conducive for all employees and to ensure business continuity. Facilities management is responsible for maintenance, repairs and the installation of electrical services in line with the Occupational Health and Safety Act which requires the employer to ensure that the work place is safe and conducive for all employees and it clients.

The GPAA identified a need to improve its business operations to cater for the needs and expectations of its customers and employees. To achieve this, an efficient and effective technical infrastructure should be in place to enable core business to achieve its objectives. Based on its technological competency, Facilities Management is the internal business partner to provide these essential services. Due to the complex nature of some of these services, it is not always possible to offer all services in-house, hence the need to outsource other services from external service providers.

**2. PURPOSE**

The GPAA is seeking to appoint an experienced service provider for the provision of the electrical installations, maintenance of electrical infrastructure, maintenance of service of a standby generator at the GEPF office service and maintenance of uninterrupted power supplyat the GPAA Head Office, Pretoria.

**3. DELIVERABLES**

**The deliverables to be achieved;**

3.1 The successful bidder will be required to:

* provide the electrical installations,
* maintenance and repairs of electrical infrastructure,
* maintenance of 2 standby generators located at the GPAA Head Office;
* maintenance of 1generator located at the GEPF office in River Walk,
* maintenance of uninterrupted power supplyin GPAA as described in the scope of work below;

3.2 The successful bidder will be required to provide these services during office hours, after office hours and over weekends and public holidays, when necessary

**4. SCOPE OF WORK**

The scope comprises of:

* New electrical installations;
* Repairs and maintenance of existing electrical infrastructure and appliances;
* Maintenance of Uninterrupted Power Supply (UPS);
* Service and maintenance of 2xstand-by generators at the GPAA Head Office and 1x generator at GEPF office in River walk.

"The electrical infrastructure and associated equipment" means the customer's electrical installation within the two premises mentioned, consisting of but not necessary limited to the following components, systems and sub systems except where specifically listed as exclusion.

* 400 volt distribution cabling
* 400 volt 3 phase distribution boards
* 230 volt 3 phase distribution boards
* Once-off tracing all electrical connections to the distribution boards and labelling connections accordingly.(only at GPAA)
* General lighting installation indoors
* General lighting installation outdoors
* Security and floodlighting installation and maintenance outdoors
* Maintenance of 3 generators
* Re-fuelling of 3 generators
* 2x generators at the GPAA Head Office, Arcadia
* 1x generator at GEPF office in River walk , Pretoria
* Hand driers
* TV sets
* Lightning protection system where fitted
* Normal power plug points
* Dedicated power plug points
* UPS power plug points
* Workstation desktop units and inter station cabling
* Repairs to water urns
* Repairs to vacuum cleaners
* Repairs to extractor fans
* Repairs to miscellaneous appliances, microwaves, refrigerators
* CCTV Camera power supplies
* Magnetic door locks and power supplies
* Geyser thermostats and elements
* Air conditioner- isolators and power supplies to air conditioner- isolators
* Power supplies to and from UPS units
* Electrical cabling to and from the generator and the UPS’s is included

**Exclusions**

The following equipment is excluded from the scope of work as set out above; however where there is an electrical power supply to the particular item, that power supply and the equipment it is derived from, is included in the “electrical installation” as defined in this specification:

* Security cameras, monitors, x ray scanners etc.
* Office computers, printers, fax machines, photocopiers, modems
* Geysers itself, overpressure valves, plumbing piping
* Outsourced kitchen appliances (in the cafeteria))
* Gate booms and access control
* Lift motors and lift control installation
* Fire detectors
* Access control equipment
* Data cabling systems
* Telephone cabling systems
* Lan and network cabling
* Network hubs and concentrators
* PABX switchboard and communication equipment

The following equipment, although it forms part of the electrical infrastructure, is maintained by the Public Works Department and is therefore excluded from the scope of work

* 1000kVA 11kV/400v transformer
* 500kVA 11kV/400v transformer
* 11kV transformer terminations
* 400 volt transformer terminations
* transformer breathers and conservators
* 11kV switchgear consumer side

The bidders will be expected to provide preventative as well as corrective maintenance for the electrical installation at the GPAA office and the GEPF office in Pretoria.

**4.1. Preventative maintenance**

Preventative maintenance is the maintenance carried out regularly per specified monthly intervals to ensure that the electrical installation is kept fully functional, reliable and available to supply power during power failures at any time of the day or night, 365 days per year.

For the purposes of this tender, the preventative maintenance will take place on a quarterly basis for the generators, distribution boards, and UPS. All maintenance services must comply with the Occupational and Health Safety Act 85 0f 1993.

4.1.1 Maintenance of distribution boards include, but are not limited to the following:

* Service pension sub main LT distribution boards
* Service chemical sub main LT distribution boards
* Check trip settings of all main circuit breakers
* Check that all cable connections are secure
* Check for signs of overheating
* Check for hot spots using laser heat detector
* Check labels, signs, notices as required by legislation
* Record voltages, verify balancing of phase currents
* Verify and record earth loop impedance
* Measure value of earth resistance at the main earth bars
* Clean Main LT switch rooms.

This work which is carried out 4 times a year will be done after hours during a weekend, when a planned shutdown of the electrical installation can be accommodated.

4.1.2 Maintenance of generators

Generator sets installed at the GPAA have 300 and 400kVA diesel capacity. The GEPF generator has a 250kVA diesel capacity. The quarterly service charge for scheduled maintenance shall include the following:

• Labour as may be required

• Travelling distance cost

• Travelling time cost

• Overhead costs

• Consumables and cleaning materials

• Lubricating materials excluding engine oil

• Test equipment

• Disposal of used and replaced materials

• Maintenance tools

The costs for the replacement of materials, the replenishment of engine oil and cooling system additive will form part of the maintenance service charge. These will include the following:

• Cost of oil and air filters

• Cost of drive belts

• Cost of oil seals and gaskets

• Cost of engine oil

• Cost of diesel fuel

• Cost of engine coolant additives and diesel fuel additives

Simulation of mains failure test

The maintenance contractor shall be responsible to simulate a mains failure test at regular intervals. The quarterly maintenance will be carried out on the last Saturday of the quarter and the annual (or 250hr service, whichever comes first) will be done at a date mutually agreed on by the maintenance contractor and the GPAA. The tests will not be carried out unless the GPAA has consented thereto in writing.

Two forms of routine testing will be carried out:

(a) The first is where the gensets are tested “off line” at **quarterly basis**. During these tests, the critical loads will not be transferred from mains to the gensets and no power break will occur. The purpose of this test is to check start-up of the gensets and to check vital parameters i.e. oil pressure, water temperature, battery voltage and charging currents etc.

(b) The second type of routine testing will be where a mains failure is created at the substation. During this type of test, the critical loads will be transferred from mains to generator, but during the changeover, there will be no break in supply as the UPS will support the critical loads during the transition. The mains failure simulation will serve to confirm that the change-over circuitry is tested under actual live conditions and that all systems are functional. This will be done once a year or at 250 hrs, whichever comes first. The results of each of the mains failure tests will be logged and documented.

4.1.2.1 Cleaning

The maintenance contractor will be responsible for cleaning within a radius of 4m of the

generators. This is to ensure that papers, debris and grass do not get sucked into the cooling system of the generators. This also serves to ensure that the exhaust discharge area is kept clean, free and safe.

4.1.2.2 Access to the generators

To ensure that responsibility rests with the maintenance contractor, the generator access will be arranged with the GPAA. No other 3rd party will be afforded free access to the generator without the consent of the maintenance contractor. The GPAA shall also not carry out any work or repairs to, or permit anyone else other than the maintenance contractor to carry out any work on or repairs to the plant, unless emergency repairs are required and the maintenance contractor, after being notified of the need for the repairs, is unable to carry them out within reasonable time under the circumstances.

4.1.2.3 Refuelling of the generators

The generators will be refuelled by the contractor but paid for by the GPAA. This will be done on an ad hoc basis as the need for refuelling arises, and in an emergency situation. The contractor must at all times ensure that the fuel levels in all generators are at 90% full.

4.1.3 Performing Preventive Maintenance of UPS

The UPS system should be serviced **quarterly** to ensure that the units are operating normally and that the batteries are in good condition.

Perform the following checks:

* Check the area surrounding the UPS system. Ensure the area is not cluttered, allowing free access to limit access to the unit
* Ensure the air intakes (vents on the front) and exhaust opening, (On rear of the UPS cabinet) are not blocked.
* Ensure there is at least 12 inches of clearance behind the unit for proper air circulation.
* Ensure the operating environment is within the parameters specified in “Product Specifications.”
* Ensure the UPS is in Normal mode (Normal status indicator is illuminated). If an alarm lamp is illuminated or the Normal status indicators are not illuminated, the UPS must be urgently repaired.
* Monitor system parameters “Using the Control Panel.”
* Check the air filters and replace as necessary.
* Record the results of your checks

**4.2 Unscheduled maintenance**

Unscheduled maintenance may be defined as repair work which is required on an ad hoc basis. For the purposes of this agreement, corrective maintenance and extensions to existing installations will be deemed to be included under unscheduled maintenance.

All replacement parts shall be new, unused and comply fully with specification of the original part. This type of service shall be carried out on an ad-hoc basis upon instruction from the GPAA, as the need arises.

**5. AGREEMENT DURATION**

This agreement shall commence on the commencement date and remain valid for a period of 36 months. The maintenance period may also be terminated by either party on the annual anniversary of the commencement date, by furnishing 1 (one) month's written notice to this effect.

**6. RESPONSIBILITIES**

**6.1 RESPONSIBILITIES OF THE GPAA**

The GPAA will be responsible for operating the electrical system

For operating purposes the GPAA will have unrestricted access to the substations and control centres.

In the event of equipment breakdown/malfunction or damage, the GPAA will immediately endeavour to locate the cause and determine the extent of the problem by applying normal operating procedures.

The responsible GPAA official will notify the Contractor, give a description of the problem, as he perceives it and merely give his opinion as to the reason or cause; however, the GPAA will not accept any responsibility for any information given with regard to the fault or its location or reasons therefore.

Notification to the contractor will be done by the employer by means of a telephone call, or an e-mail. Records of notification will be kept and updated by the contractor.

The GPAA will afford the Contractor access to the works site and to such other places as may be necessary to enable the Contractor to carry out his/her duties.

The GPAA will not guarantee access at all times or at any time. The GPAA accepts that such delays caused by it not being able to give the access timeously, will be the cause for the delay in repair time.

The GPAA will ensure that it, or any other 3rd parties, will not attempt maintenance or repairs to the electrical system, unless this has been discussed and authorized in writing by both the GPAA and the Contractor.

**6.2 RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall be responsible for the complete maintenance service, fully described and detailed in the Contract documents. The Contractor shall establish and maintain a job card system and all repair work, modifications and descriptions of work done, shall be recorded on the job card system.

The names of the person who issued the instruction as well as the names of the contractor’s personnel who carried out the work shall be recorded on the job card.

Each job card shall be signed off by the employer’s duly appointed representative.

Copies of each of the fully completed and signed job cards shall be submitted together with a summary of work done, when the work is invoiced for payment.

The Contractor shall carry out the necessary repair and maintenance work within the specified response and repair time, once notification has been given to the contractor to commence with the repair or maintenance work.

The Contractor shall maintain all the documents, supplied by the GPAA, in a neat and usable condition and shall return the documents, including the additional documents obtained during the course of the Contract to the GPAA on completion of the Contract.

The Contractor shall update literature and drawings whenever he becomes aware of discrepancies in them.

**6.3 THE GPAA's OBLIGATIONS**

The organisation shall undertake to do the following:

6.3.1 Provide at his cost all electricity and other facilities which may be necessary for the use and maintenance of the plant;

6.3.2 Comply with all laws applicable to the use and maintenance of the plant;

6.3.3 Report to the maintenance contractor, as soon as possible, any breakdown, malfunction or failure of the plant;

6.3.4 Not be entitled to cede any of its rights under this agreement without the company's prior written consent.

**7. CONTRACTORS PERFORMANCE**

Depending on the severity of the maintenance or repair required, all repair work shall be concluded on the same day that it was reported; however, where the fault was reported after midday, the work so required shall be concluded by midday the following day, ie within 24 hours. Where the work to be done cannot be reasonably expected to be concluded within the time allocated, the due time for repair will be communicated to the employer for his approval thereof.

**7.1 Access to the GPAA section of the substations**

Note that the 2 substations each have 2 areas, the one area belongs to Public Works and the adjoining section belongs to the GPAA.

The Public Works section is under public works lock and key and the GPAA section is under GPAA lock and key. Public works have jurisdiction in their area and not in the GPAA section and likewise, the GPAA has jurisdiction in their section and not in the Public works section

To ensure that responsibility rests with the Contractor, the GPAA sections will be kept under GPAA lock and key. No other 3rd party will be afforded free access to the substations without the consent of the maintenance contractor.

**8. TERMS OF PAYMENT**

The routine monthly service charge is payable monthly in arrears. A tax invoice for the monthly maintenance shall be submitted by the 25th of the month, payment thereof to be processed with the next cheque run i.e. before the end of the following month. This procedure will be followed for each monthly maintenance period.

All additional services, repair and charges for spares must first be discussed with the responsible GPAA official. All the work in table 2 of the pricing schedule shall be carried out if requested by the GPAA official.

**9. AD HOC REPAIRS**

The contractor is required to have a 24/365 call out facility. The maximum response time which the contractor must respond to a call must be as follows:

* Critical (Generator failure following power outage, plugs not working). – Within 2 (two) hours from notification;
* Non critical (Installation of new plugs, electrical inspections) – Within 4 (four) hours from notification;

The contractor shall ensure that standby arrangements for emergency call outs are at all times in place with contact details of the technicians on standby.

All ad hoc and miscellaneous repairs in this tender will be treated as “as and when” the service is needed. The contractor will not be entitled to claim any of the amounts listed in ad hoc repairs unless work has been carried out. Such work must be first be requested by a GPAA official and a GPAA FM reference number quoted in all job cards.

**10. EVALUATION CRITERIA**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item No.** | **Evaluation Criteria Items**  **90/10 Principle** | **Weight** |  | |  |  |
| **A** | Phase 1: Administrative compliance: | The following compulsory statutory documents:   * Valid Original Tax Clearance Certificate / SARS PIN; * Completed, signed and dated SBD documents (4, 6,8,9) * Pricing schedule (SBD 3.1) * Technical Response. * Compulsory briefing session. * CIDB grading: 3EB PE / 3EP- PE   **Failure to comply with the administrative required documents will render your bid non-responsive and will lead to disqualification.** |  |  |
| **B**  1. Track record and previous experience  2. Capacity  3. Capability | FUNCTIONALITY  The bidder must demonstrate experience and company track record by outlining the following:   * Minimum 3 years’ experience in delivering projects of a similar nature. This must be supported by a list with previous and current electrical contracts with client name, contact details, start and end date of the contract, and the value of the contract. * A minimum of 3 reference letters from current and previous clients confirming the quality of service received from the bidder.   The ability to demonstrate technical capacity, and clear planning by submitting the following:   * Attach maintenance schedules of the UPS, distribution boards and generators, including resources and timelines; * An audited list of equipment, that will enable the bidder to execute the contract     The service provider must demonstrate that they have necessary capability to provide the required service, this may include but not limited to the following resources:   * A minimum of 2 CVs for the personnel qualified in relation to the electrical projects to be deployed in the contract. The CVs must clearly highlight the areas of experience/ competence relevant to the tasks and activities of the maintenance service outlined in this tender.   Certified copies Trade Test certificates of proposed technicians. This will support the information stated in the CVs. | | 20  20  25  15  20 |
|  | **NB Minimum 60% qualifications on functionality.** |  |
| **For purpose of evaluating functionality, the following values will be applicable:**   |  |  |  | | --- | --- | --- | | **1=** | **Poor** | Will not be able to fulfil the requirements | | **2=** | **Average** | Will partially fulfil the requirements | | **3=** | **Good** | The bidder will be able to fulfil the requirements | | **4=** | **Very Good** | The bidder will be able to fulfil better in terms  of the requirements | | **5=** | **Excellent** | Fully fulfil in terms of the requirements | |  |
| **C** | **Total Functionality** | | 100 |
| **Price score** | | 90 |
| **B-BBEE level score** | | 10 |
| **Total score on preference and price** | | 100 |

**GUIDE TO RESPOND**

All bids will be evaluated in terms of the attached evaluation criteria. The PPR20111 will be applied and the 90/10 evaluation criteria, specifically, will be used. The evaluation has three phases:

Phase 1- Administrative requirement

Phase 2- Functionality / Technical requirement

Phase 3 – Price

Bidders will only be considered for the evaluation of phase 2 after meeting the requirements for phase 1 and will then be considered for phase 3 after meeting the minimum qualifying threshold of 60% in phase 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 proposal to be submitted by 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.

**Track record and previous experience**

* + - A minimum of 3 years’ experience in the electrical industry is a requirement. Bidders must be clearly state the number of years in the electrical maintenance field;
    - A minimum of 3 previous and current client reference letters showing capability in electrical installations and maintenance of electrical infrastructure must be included.
    - A list with previous and current electrical projects must be included. The list must contain the following information:
      * Client name,
      * Value of the project,
      * Start and end dates (or current) must be clearly indicated.
      * Award letters to confirm the lists will be an added advantage.

**Capacity**

Bidders must demonstrate that they have the necessary capacity to provide the required service by including the following:

* Attach maintenance schedules of the UPS, distribution boards and generators, including resources and timelines;
* An audited list of equipment and assets, that will enable the bidder to execute the tender
* The CVs must include the certified copies of Trade Test certificates of the proposed technicians.

**Capability**

The service provider must demonstrate that they have necessary capability to provide the required service. This may include but not limited to the following:

* A minimum of 2 CVs for the personnel qualified in relation to the electrical projects to be deployed in the contract. The CVs must clearly highlight the areas of experience/ competence relevant to the tasks and activities of the maintenance service outlined in this tender.

**SBD1**

**INVITATION TO BID**

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

**BID NUMBER:** GPAA 07/2017 **CLOSING DATE:** Monday, 20 February 2017

**CLOSING TIME:** 11:00

**DESCRIPTION:** INSTALLATION, REPAIRS AND MAINTANANCE OF ELECTRICAL INFRASTRUCTURE, SERVICE AND MAINTENANCE OF STAND BY GENERATOR AND UNINTERRUPTED POWER SUPPLY FOR A PERIOD OF 36 MOINTHS AT THE GOVERNMENT PENSIONS ADMINISTRATION AGENCY.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.1 / SBD7.2 / SBD7.3)

BID DOCUMENTS MAY BE POSTED OR DEPOSITED IN THE BID BOX SITUATED AT GPAA ADDRESSED TO:

**The CEO: Government Pensions Administration Agency**

**Bid Administration**

34 HAMILTON STR

ARCADIA

PRETORIA, TSHWANE

0001

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 8 hours a day between 08:00 to 16:30, Monday to Fridays.

ALL BIDS MUST BE SUBMITTED WITH THE STANDARD FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO SO MAY RESULT IN THE BID BEING DISQUALIFIED) ALL STANDARD BIDDING DOCUMENT AS ATTACHED

NAME OF BIDDER ………………………………………………………………………………………………………

POSTAL ADDRESS ………………………………………………………………………………….……………………

STREET ADDRESS ……………………………………………………………………………..…………………………

TELEPHONE NUMBER CODE……………….NUMBER………………………………………

CELLPHONE NUMBER ……………………………………….

FACSIMILE NUMBER CODE ……….…… NUMBER…………..…………………………

VAT REGISTRATION NUMBER …………………………………………………………………

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD2)? YES/NO

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

DATE ……………………………………………………

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

SBD 3.1

PRICING SCHEDULE ELECTRICAL SERVICES

**Table 1: Preventative Maintenance at GPAA office**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type of service** | **Year 1**  **R** | **Year 2**  **R** | **Year 3**  **R** | **Total**  **R** |
| Quarterly and Annual maintenance of 3 generators (2x 300kVA) at the GPAA Head office and GEPF office(1 x 250 kVA)  (As per Annexure A and B in the tender) |  |  |  |  |
| Quarterly preventative service of 39 distribution boards inclusive of labour, travel, test equipment and consumables (As per 4.1.1 in the tender document) |  |  |  |  |
| Quarterly preventative maintenance service of UPS  (As per 4.1.3 in the tender document) |  |  |  |  |
| Supply and install air conditioner timers in 8 distribution boards |  |  |  |  |
| **VAT** |  | | |  |
| Sub-total **(A)** |  | | |  |

**Table 2: Re-fuelling of generators and “other as and when” required repairs (at GPAA and GEPF office)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Type of service | **Quantities**  For the three years | **Year 1** | **Year**  **2** | **Year 3** | | **Total** |
| Dedicated power plug points | 50 |  |  |  | |  |
| Supply and install normal power plug points | 100 |  |  |  | |  |
| Supply and install UPS power plugs | 50 |  |  |  | |  |
| Installation of TV sets | 10 |  |  |  | |  |
| Supply and install air conditioner isolators and supply power supplies to air conditioners | 30 |  |  |  | |  |
| Transportation and re- fuelling of 3 x Generators at GPAA Hamilton Street and GEPF in Brooklyn Pretoria as per 4.1.2.3 | 36 |  |  |  | |  |
| Supply and install magnetic door locks and power supplies | 12 |  |  |  | |  |
| Supply and replace fused down lighters (energy efficient) | 200 |  |  |  | |  |
| Supply and replace fluorescent lights (energy efficient) | 100 |  |  |  | |  |
| Supply and replace pole lights (energy efficient) | 15 |  |  |  | |  |
| Supply and replace of flood lights to match existing | 15 |  |  |  | |  |
| VAT |  | | | |  | |
| Sub Total (B) |  | | | |  | |

The following labour costs per appropriate skill is required in this contract (per hour)

Table 3: Repairs to miscellaneous appliances as and when required: microwaves, refrigerators, extractor fans, water urns (and tripped plugs)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Level of skill  Qualified electricians (passed trade test) | Rate per hour  R | Number of hours  per month | **Cost per month**  **R** | Year 1  R | Year 2  R | Year 3  R | Total  R |
| Normal time |  | 8 |  |  |  |  |  |
| After hours |  | 2 |  |  |  |  |  |
| Weekend |  | 2 |  |  |  |  |  |
| Sub-total (C) | | |  |  | | |  |

**SUMMARY OF COSTING**

|  |  |
| --- | --- |
| **Table number** | **Price including VAT** |
| Sub -total: table 1 (A) | R |
| Sub-total: table 2 (B) | R |
| Sub-total: table 3 (C) | R |
| **TOTAL cost for 3 years** | **R** |

SBD4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the GPAA, or persons having a kinship with persons employed by GPAA, including a blood relationship, may not make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the GPAA, 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 committee and/or take an oath declaring his/her interest, where:

• the bidder is employed by the GPAA; and/or

• the 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. Are you or any person connected with the bidder, employed by GPAA?

2.1.1. If so, state particulars:

………………………………………………………………

………………………………………………………………

2.2. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by GPAA and who may be involved with the evaluation and or adjudication of this bid?

2.2.1. If so, state particulars:

………………………………………………………………

………………………………………………………………

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative: ….………………………………………….

3.2 Identity Number: …………………..………………………………………………………………

3.3 Position occupied in the Company (director, trustee, shareholder²): ………………………..

3.4 Company Registration Number: ……………………………………………………………..…….

3.5 Tax Reference Number: ………..…………………………………………….…………….………

3.6 VAT Registration Number: ……………………………………………………...………………....

3.6.1 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.

3.7 Are you or any person connected with the bidder YES / NO

presently employed by the state?

3.7.1 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:

………………………………………………………………

………………………………………………………………

………………………………………………………………

3.7.2 If you are presently employed by the state, did you obtain YES / NO

the appropriate authority to undertake remunerative

work outside employment in the public sector?

3.7.2.1 If yes, did you attach proof of such authority to the bid YES / NO

document?

(Note: Failure to submit proof of such authority, where

applicable, may result in the disqualification of the bid.

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

…………………………………………………………………….

…………………………………………………………………….

…………………………………………………………………….

3.8 Did you or your spouse, or any of the company’s directors / YES / NO

trustees / shareholders / members or their spouses conduct

business with the state in the previous twelve months?

3.8.1 If so, furnish particulars:

…………………………………………………………………..

…………………………………………………………………..

…………………………………………………………………...

3.9 Do you, or any person connected with the bidder, have YES / NO

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?

3.9.1 If so, furnish particulars.

……………………………………………………………...

…………………………………………………………..….

………………………………………………………………

3.10 Are you, or any person connected with the bidder, YES/NO

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?

3.10.1 If so, furnish particulars.

………………………………………………………………

………………………………………………………………

………………………………………………………………

3.11 Do you or any of the directors / trustees / shareholders / members YES/NO

of the company have any interest in any other related companies

whether or not they are bidding for this contract?

3.11.1 If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

…………………………………………………………………………….

4. DECLARATION

I, THE UNDERSIGNED (NAME)……………………………………………………………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 IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT 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 2011

1.2.1.1

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 (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

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 R1 000 000 (all applicable taxes included); and

- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the……90/10………………system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

1.3.1.1 PRICE POINTS 90

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION 10

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. 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 “All applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad

-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “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 services, works or goods, through

price quotations, advertised competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “Comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “Consortium or joint venture” 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;

2.8 “Contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less .

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “Functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “Non-firm prices” means all prices other than “firm” prices;

2.13 “Person” includes a juristic person;

2.14 “Rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “Sub-contract” means the primary contractor’s assigning, leasing, making out work to, or

employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “Total revenue” bears the same meaning assigned to this expression in the

Codes of Good Practice on Black Economic Empowerment, issued in terms of

section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated

in the Government Gazette on 9 February 2007;

2.17 “Trust” means the arrangement through which the property of one person is made over or

bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must

be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have

scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the

drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

or

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

1. **Points awarded for B-BBEE Status Level of Contribution**

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

|  |  |  |
| --- | --- | --- |
| **B-BBEE Status Level of Contributor** | **Number of points**  **(90/10 system)** | **Number of points**  **(80/20 system)** |
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 8 | 16 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as

a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as

an Unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level

certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid

documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the

contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must

complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2

AND 5.1

7.1 B-BBEE Status Level of Contribution: ………...…. = ……….…(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? ............……………….…%

(ii) the name of the sub-contractor? …………………………………………………………..

(iii) the B-BBEE status level of the sub-contractor? …….………………..

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number ……………………………………………………………………. :

9.4 TYPE OF COMPANY/ FIRM

 Partnership/Joint Venture / Consortium

 One person business/sole propriety

 Close corporation

 Company

 (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

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

9.6 COMPANY CLASSIFICATION

 Manufacturer

 Supplier

 Professional service provider

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? ……………………………………

9.8 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 contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution 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 –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) 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;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

(e) forward the matter for criminal prosecution

WITNESSES:

1. ………………………………………

……………………………………

SIGNATURE(S) OF BIDDER(S)

2. ………………………………………

DATE:…………………………..………..

ADDRESS:………………………………..

….…………………..……………

………………………….....…….

….…………………..……………

**SBD8**

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Question** | **Yes** | **No** |
| 4.1 | Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied). | Yes | No |
| 4.1.1 | 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 enter the National Treasury’s website,** [**www.treasury.gov.za**](http://www.treasury.gov.za)**, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.** | Yes | No |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
| 4.4.1 | If so, furnish particulars: | | |

**CERTIFICATION**

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

………………………………………... …………………………………..

Position Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe 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.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_that:

(Name of Bidder)

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 authorized 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 authorized 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 organization, 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.

³ 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.

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.

…………………………………………….. …………………………………..

Name of Bidder Signature

…………………………………… …………………………………

Position Date

**(GPAA)**

**SCM**

***Special Conditions of Contract***

## Special Conditions of Contract

|  |
| --- |
| **General Notes** |

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

(i) Draw special attention to certain special conditions applicable to Bids, Contracts, Agreements and Orders of the Government Employee Pension Fund (GPAA); and

(ii) 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: 34 Hamilton Street, Arcadia, Pretoria

1.1.2. Closing Date: 20 February 2017

1.1.3. Closing time: 11:00 am.

1.1.4. Compulsory briefing session will held on 03 February 2017 at 34 Hamilton Street, Arcadia, Pretoria at 10h00 am.

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. Suppliers are requested to submit their proposal in separate envelopes, with the technical proposal separated from the price proposal.

1.3.3. A minimum number of three (3) copies of the technical proposal are required as well as three (3) copies of the pricing proposal in a separate envelope.

1.3.4. Only suppliers who meet the minimum of 60% on functionality will be considered

for second stage of evaluation.

1.3.5 Government Pension Administration Agency (GPAA) reserve the right to increase or decrease the number of suppliers awarded based on decision deem fit and the workload to be carried out.

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. Administrative requirements

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.

1.6.1. It will be ascertained whether bids:

a. Include original tax clearance certificates or SARS PIN;

b. Include compulsory SBD forms that have been properly signed and completed

c. Include a technical proposal / response;

d. Each price item must be completed.

(Refer to Administrative Compliance of Evaluation Criteria)

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

1.6.3 GPAA reserve the right to add and remove refreshments and consumables listed and not listed.

1.7. Rejection of all Bids

GPAA reserves the right to reject of 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.

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 Bidder Selection

1.9.1 The GPAA reserves the right to select the appropriate bidders based on its requirements, the decision of the adjudication panel and the CEO of GPAA will be considered final.

1.10 Project team to service GPAA

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 GPAA first.

**Annexure C**

**(GPAA)**

**SCM**

**General Conditions of Contract**

**GPAA PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

The purpose of this Annexure is to:

i. Draw special attention to certain general conditions applicable to GPAA bids, contracts and orders; and

ii. 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 market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. ”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:

7.3.1. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.3.2. 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 ANALYSIS**

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 organization 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 analyzed 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 the delivery note 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 authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be.

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, in whole or in part, 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, it’s 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 not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

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) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

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.

**ANNEXURE A**

**GENERATOR QUARTERLY SERVICE**

* Carry out “walk-about” inspection for oil, fuel and water leaks;
* Check water jacket heater operation;
* Check condition of fuel pipes and water hoses;
* Check and adjust the specification battery voltage and perform voltage drop test to determine condition of batteries;
* Check engine oil level and top up if necessary;
* Check fan and alternator belt tensions;
* Check primary fuel filter and clean if necessary;
* Check water level in the radiator;
* Check level of anti-freeze in cooling system;
* Check water build-up in the fuel filter water trap;
* Check the fuel tank drain valve for build-up of water;
* Grease fan drive and alternator bearing;
* Top-up water and add cooling conditioner to radiator; if required
* Simulate a mains failure : Check and record when generator has run for 15 minutes;
  + Generator output voltage stability
  + Engine water pressure
  + Generator output frequency and stability
  + Engine oil pressure
  + Engine fuel pressure
  + Charging alternator output

After running the generator on load for 30 minutes observe load shedding and cooling down sequence until set stops.

* Check all safety shutdown devices
* Generator to be on “auto” after switch off
* Adjustments to be made to the equipment, if necessary
* Clean the generator and surrounding area
* Complete service log
* Complete service report and submit to the GPAA

**ANNEXURE B: ANNUAL OR 250 HOUR SERVICE (Whichever occurs first)**

* Carry out “walk around” inspection for oil, fuel and water leaks
* Run the set on “test” for 10 minutes and then switch off engine and return plant selector switch to “off” position
* Drain lubrication oil and replenish with the correct grade of oil
* Change lubrication oil filter elements and fuel filter elements
* Clean out air filter element or replace if necessary
* Check valve clearance and adjust if necessary
* Grease all points as required
* Drain and flush cooling system, refill with clean water and add cooling system conditioner
* Cheack water jacket heater opration
* Check condition of fuel pipes and hoses
* Check for water build up in the fuel filter trap
* Check the fuel tank drain valve for build-up of water
* Check and adjust to specification battery voltage, charge rate and perform voltage drop test to determine condition of bateeries
* Check fan and alternator belt tensions
* Grease fan and alternator bearing
* After running the engine for 5 minutes
  + Check engine oil level and top up if necessary
  + Inspect electrical panels
  + Check electrical and control connections
* Simulate a mains failure
  + Observe start up, satisfactory operation of transfer switch and load acceptance of generator
  + Check and record when generator has run for 15 minutes:
    - Generator output voltage stability
    - Generator output frequency and stability
    - Engine water temperature
    - Engine oil pressure
    - Engine fuel pressure
    - Charging alternator output
    - Check exhausts system for leaks
* After running the set on load for 30 minutes switch on the mains incoming supply and observe load shedding as well as the cooling down sequence until the generator stops
* Check safety shutdown devices
* After switch off the plant selector must be on “auto”
* Make adjustments on the shutdown devices if necessary
* Clean generator and surrounding area
* Complete service log
* Submit service report to GPAA