

Confidential

Government Pensions Administration Agency (GPAA)



the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

Request for Proposal (RFP) – Supply and Implement a Queue
Management System (QMS) for the GPAA

TERMS OF REFERENCE

1 INTRODUCTION

The Government Pensions Administration Agency (GPAA) is currently undergoing a Modernisation initiative which focuses on transformation of processes, technology and human capabilities to further enhance current operations, increase operational efficiencies and to improve quality of service offered to its clients.

The GPAA has an opportunity to change the current client experience and continuously improve client experience in all the walk-in centres of the GPAA. The objective is to streamline the flow of clients in the walk-in centres, whilst increasing the productivity of staff and reducing the waiting times in the queues.

2 PURPOSE

The purpose of these of Request for Proposal (RFP) is to:

- 2.1 Solicit proposals for the supply and implementation of a Queue Management System (QMS) at the following 16 regional walk-in centres in GPAA:
 - Bhishe
 - Bloemfontein
 - Cape Town
 - Durban
 - Johannesburg
 - Kimberley
 - Mmabatho
 - Mthatha
 - Nelspruit
 - Pietermaritzburg
 - Phuthaditjaba
 - Polokwane
 - Port Elizabeth
 - Pretoria
 - Rustenburg
 - Thohoyandou
- 2.2 The implementation is to be done in 2 (two) phases as there are plans to relocate some of the walk-in centres to other offices within the same town/city.
- 2.3 The system must issue a ticket number to the client according to their reason for query. The client must then take a seat in the waiting area and watch the client facing screens which will display the queue of ticket numbers for each of the available service agents. Whenever it is the client's turn to be attended to, the client facing screens will direct the client to the appropriate service agent and the public address system will also announce the ticket number and the agent desk number.
- 2.4 While waiting to be serviced the client facing screens will play infotainment videos to make the wait for the client more pleasant.

3 SCOPE OF WORK

- 3.1 The scope of work includes supplying of hardware, software, setup and customisation, installation, cabling and sundries (consumables), training, support and maintenance and system upgrade as specified in Section 4 in all 16 walk-in centres and 11 mobile vans for a 3 year period. The solution must be a service based solution.
- 3.2 The service provider must adequately service all components of the provided QMS system so that it is continuously in good operational state.
- 3.3 The service provider must repair or replace any faulty/broken equipment within 1 working day of such equipment being reported as out of service to the service provider. Repaired/replaced equipment will be provided back to site and reinstalled by the service provider.
- 3.4 All QMS consumables will be regularly replenished by the service provider at the sites where the QMS is installed. The service provider must ensure that consumables stock at any of the sites does reach the stage where it is depleted.
- 3.5 The service provider will update all software components of the QMS system in all sites with the latest stable version available.
- 3.6 The service provider will replace all components of the QMS system that reach out of support status with functionally equivalent supported components.
- 3.7 The service provider must include relocation and re-installation costs of the system (hardware and software) in existing walk-in centres to new locations as part of the maintenance and support contract, should a walk-in centre is relocated to a new location. The relocation of the walk-in centres will remain in the same city/town.
- 3.8 Provision must be made for relocating up to 3 walk-in centres during each year of the duration of the contract.
- 3.9 User, Functional & System Support Training:
 - Manager/Supervisor training for 20 managers, supervisors & functional trainers from the various GPAA offices
 - Agent training for a minimum of 30 client service agents from the various GPAA offices
 - Technical system support training for a minimum of 6 GPAA employees
 - Deployment of mobile QMS solution training for a minimum of 12 users.
 - Training on command centre operations/monitoring/control for at least 5 managers/supervisors
 - The service provider must provide a copy of the training and user documentation to the GPAA in an electronic readable format. The GPAA will be able to make copies of the material and internally distribute such material.
- 3.10 The service provider will provide design documentation for all QMS systems prior to the installation of such systems to the GPAA in electronic format.
- 3.11 The service provider will provide “as built” documentation for all QMS systems once they have been installed to the GPAA in electronic format.
- 3.12 The service provider must provide comprehensive documentation regarding the integration capabilities of the QMS system. This documentation must include

description of how to invoke services on the QMS system by other systems and how the QMS system can invoke services at other systems.

3.13 The service provider must provide the services of an integration engineer profoundly familiar with the QMS system to assist with integrating the QMS system with other systems at the GPAA. The service provider must provide costs of such integration effort as a separate price item as a fixed hourly rate, outside the monthly cost of the QMS service.

3.14 The service provider will comply with the GPAA governance framework when deploying QMS components into production or when decommissioning QMS components.

3.15 Change Management

Consider and provide a concise proposal for any other change management activities that you deem necessary and will ensure a successful implementation of your queue management solution with the GPAA branch network.

3.16 Service Level Agreement

GPAA will be responsible for the management of a signed Service Level Agreement (SLA) between GPAA and the prospective service provider for the duration of the contract. The service provider is expected to comply with the SLA specified below. Final SLA will be negotiated with the successful service provider during contract negotiations.

The service provider must provide the GPAA with the procedure to be followed to log QMS related incidents at the service desk of the service provider.

All bidders must submit a proposed Master Services Agreement (MSA) and a Service Level Agreement (SLA) as part of their response to this RFQ.

Table 1: Required Services Levels

Service	Expected Level
Response time to logged incident	Within 15 minutes
Incident resolution time (Severity 1)	Within 1 hour
Availability	99.95% during service hours (07h00 – 19h00)

Penalties for not meeting agreed upon SLAs will be imposed by the GPAA as follows:

Table 2: Service Level Breach Penalties

SLA Breach	Penalty
Service Management (Incident, Request, Problem)	A minimum of R3000 per hour per category and per breach; i.e. only if such does not lead to an incident else refer to “Failure to provide a Service due to Incident”.
Breach of Service (applies to one or more Services breached / not met)	This will be negotiated and agreed upon during contract negotiations. No price variations will be allowed during contract negotiations.

SLA Breach	Penalty
Failure to provide a Service due to Incident	This will be negotiated and agreed upon during contract negotiations. No price variations will be allowed during contract negotiations.

3.17 The service provider must provide a system decommissioning strategy and a high level plan to be executed at the end of the contract. The price of exit activities must be factored in to the monthly service cost.

4 TECHNICAL AND FUNCTIONAL REQUIREMENTS

The proposed solution must be able to fulfil all of the following requirements:

4.1 General

- Support for all official languages is an advantage. When a client accesses the system, the system should have the capability to prompt the user to select a language of preference. The selected language will be used by the system for interaction with the client.
- If provided, language selection feature must be configurable. i.e. – the QMS administrator should be able to decide whether or not to enable the feature and which languages to enable.

4.2 Ticket Issuing

- The ticket dispensing kiosk should have the capability to display a number of query types as defined by the GPAA for the client to select from.
- The ticket dispensing kiosk should be able to issue uniquely numbered tickets (i.e. No number duplication, per site)
- Have the capability for the ticket dispensing kiosk to issue a ticket based on the service or enquiry type that is selected by the client.
- The ticket dispensing kiosk should have the ability to print the content within the ticket with certain information highlighted e.g.: ticket number in a bigger font, bold and date and time stamp in smaller font, etc.
- Ticket reprinting capability is an advantage. This will be used e.g. when there is a printer jam.
- Capability of adhesive or non-adhesive tickets is an advantage.
- Early warning when consumables reaches low level marks
- Alerting if there is a technical problem with the kiosk.

4.3 Client Queuing

- The system should be able to handle both linear and virtual queuing principles. Linear queuing is when the client actually queues in a queue in front of the servicing agent. Virtual queuing is when the QMS do the queuing for the client and the client is called to be serviced by the correct client service agent.
- While waiting, the QMS should have the capability to play entertainment and other relevant informative content on the client facing screens (TV type screens and media player)

4.4 Servicing the Client

- The system must be able to match clients to client service agents that will provide the best service to the client (language and skill set). I.e. the client service agent best knowledgeable about the service area requested by the client.
- The system must provide the ability to adjust service levels should acceptable waiting times are exceeded or should client service agents become idle.

4.5 Queue management application

The Queue management application should have the ability to manage/execute the following functions:

- User Administration/management to manage client service agent access
- System administration to allow a GPAA user to apply basic configuration changes without requesting support from the service provider.
- Control/Configuration for ticket dispensing kiosk
- Control/Configuration for the agent workstations and roles
- Control/Configuration for various types of information displays
- Control/Configuration for the audible and display alert notifications
- Ability to Pre-identify/Pre-authenticate clients using a set of pre-configured information parameters to enable a customised service experience (integration with a backend system).
- Ability to cater for activation/selection of different languages.

4.6 Client Service Agent's activity

The agent's servicing the client should have the ability to do the following, via a PC based application (for function selection purposes):

- Start the service time, as they welcome the client
- Stop the service time, as the client's query is resolved or escalated (and the client has left the cubicle and the agent completed the wrap-up activities.
- Calls for the next person in Queue
- Pend the ticket, if there is a no show from client. The client position in the queue will then be moved down the queue a pre-configured number of places or to the bottom of the queue and will be given another chance to be serviced.
- Reroute the ticket, if unable to resolve the query or in case of a different query to what the ticket says.
- Close the desk, so that the agent desk is not active to service clients
- Activate/ Reactivate the desk to start receiving the clients.

4.7 Supervisor's activity:

The supervisor managing the queue management operations should have the ability to do the following:

- Monitor the average waiting time per service type
- Communicate with the Agent via the Queue management application and provide support and assistance as required
- Start / Stop the Queue management operation, as a beginning of the day / End of the day activity.
- Monitor and measure queuing performance
- Command centre functionality/dashboard that offers a country wide view of all service/activities in all walk-in centres.
- Must have the ability to manage the client service agent's (CSA's) availability roster, based on supervisor discretion.
- Capability to provide a supervisor/manager dashboard view to monitor the queue.

- Capture a duty roster for the day, Agent's availability such a lunch, tea and body breaks per agent.
- Use the application to predict the workload and agent contingency required for servicing the expected load of clients.

4.8 Consumables

- Consumables for the QMS system must be provided and replenished for the duration of the contract by the service provider at the locations where the QMS systems are installed.
- Consumables for the mobile vans must be provided and replenished at the regional office that is designated as the home base for the mobile van.

4.9 Integration Requirements/Capabilities:

- The QMS should have the capability to integrate with the GPAA' CRM system and back-end systems.
- The queue management application should have an ability to integrate with CRM application to fetch relevant information for authentication & query type identification.
- Name check-in and name referral when called for service instead of a number (through CRM integration).
- More attentive service for elderly, disabled and technologically-inept clients, by pre-identifying their service query upfront.
- Real-time integration to the GPAA data warehouse and operational dashboards (for continuous sourcing of data to the data warehouse).
- The display screens must have the capability to display infotainment contents either from the QMS system itself or from an external source (e.g. TV signal, set-top box).

4.10 Non-functional requirements

- Product to be customised to the GPAA's requirements by configuration and set-up only.
- Flexible Licensing Structure. A concurrent use or enterprise based licensing must be provided.
- Software-Based Solution.
- Integrated Multimedia functionality (voice & visual).
- Multilingual capability- For SA local languages. Support for English is mandatory. Support for other languages is an advantage.
- Solution must be highly scalable. Capability to deploy the solution nationwide must be provided.
- Provide comprehensive and configurable reporting.
- Consumables to be provided by the successful bidder at all installed locations of the QMS. Consumables for the vans must be provided for each van in one of the walk-in centres designated as the home base for each van.
- Solution must include a deployment option for a mobile walk-in centre operated from a van. The GPAA currently has 11 vans that must be equipped with a

QMS solution. The QMS solution must be capable of being rapidly deployed in a service area outside the van, normally a community hall or a tent.

- GPAA will provide desktops/notebooks to be used by the agents in all walk-in centres and mobile vans. These desktops/notebooks are maintained by the GPAA. The solution must be compatible with Microsoft Windows 7 64 bit O/S and above.
- Should the service provider require the use of a server VM (VMware) provisioned by the GPAA, the server operating system will be either MS Windows 2012 R2 or higher or a supported Linux Server distribution. The server must comply with the security requirements of the GPAA.
- The service provider must provide GPAA with System Documentation including design as well as as-built documentation.
- Nationwide support coverage Maintenance & support for the duration of the contract.
- SOA architecture for ease of integration with other applications, such as a CRM solution and the GPAA's Data Warehouse.
- Multiple Ticket Issuing devices in walk-in centre (depending on the size and layout of walk-in centre).
- Must be a resilient solution with high availability. The GPAA has two main data centres, one in Pretoria and one in Gallo Manor (Johannesburg) which may be used hosting centralised servers. The GPAA's servers are mostly virtualised. Any server that is required to be hosted at the GPAA data centres must be a virtual server.
- Each Regional office will also have a resident server. Processing capacity on these servers in the form of Virtual Machines (VMs) may be requested by the bidder. Should server capacity be required to be provided by the GPAA, such requirement must be clearly stipulated in the bidder's response.

4.11 Queue management reporting requirements (Real time reporting)

- Average waiting time per service type.
- Average service time (per client).
 - Per Service type.
 - Per Service Desk.
 - Per User (Client Only).
- Average ticket issuing load.
- Report delivery scheduler.
- Real-time reporting on the longest wait time.
- Client feedback report per service type per agent
- Dashboard that must be available to the branch manager and the head office managers (to have a consolidated dashboard for all the regional offices with drill down capability)
 - Number of clients serviced per walk-in centre/region
 - Type of clients serviced and number per walk-in centre/region
 - Average waiting times per walk-in centre/region

- Average service times per walk-in centre/region
- Number of abandoned tickets per walk-in centre/region
- Number of cases per query type, to identify a root cause for seasonal influx in order to react proactively in future

5 Additional Information

5.1 Indicative “Foot Traffic” Volumes per GPAA office

The following volumes are average monthly volumes per province of a period of seven months (i.e. April to October 2015). Some provinces have more than one office and thus the provided monthly average can be divided by the number of offices if this is important for planning purposes.

Table 3: GPAA Regional Offices: Indicative Foot Traffic Volumes

Province	No of Offices	Average volume per month
Kwa-Zulu Natal (KZN)	2 offices: Durban & Pietermaritzburg	10,530
Limpopo	2 offices: Polokwane & Thohoyandou	5,500
Western Cape	01 Office: Cape Town	1,822
Eastern Cape	03 Offices: Port Elizabeth Bhisho Mthatha	5,813
Mpumalanga	01 Office: Nelspruit	1,454
Northern Cape	01 Office: Kimberly	1,310
North West	02 Offices: Mafikeng Rustenburg	2,479
Free State	02 Offices: Bloemfontein Phuthaditjhaba	2,600
Gauteng	02 Offices: Pretoria Johannesburg	7,358

The GPAA also provides its services to remote areas utilizing mobile vans and the volumes serviced by the vans are as follows:

Table 4: GPAA Mobile Vans: Indicative Foot Traffic Volumes

Province	No of Vans	Average volume per month
Kwa-Zulu Natal (KZN)	02	5,839

Province	No of Vans	Average volume per month
Limpopo	01	758
Western Cape	01	730
Eastern Cape	02	1,164
Mpumalanga	01	1,062
Northern Cape	01	426
North West	01	894
Free State	01	1,171
Gauteng	01	586

5.2 Additional Technical Information:

The GPAA deploys a significant technology stack in order to support its administration activities. The following description is provided for the benefit of respondents to the Queue Management System tender, allowing them to evaluate size and fit a solution for a QMS system.

An overview of the technology stack that is used by the GPAA is provided in the following diagram.

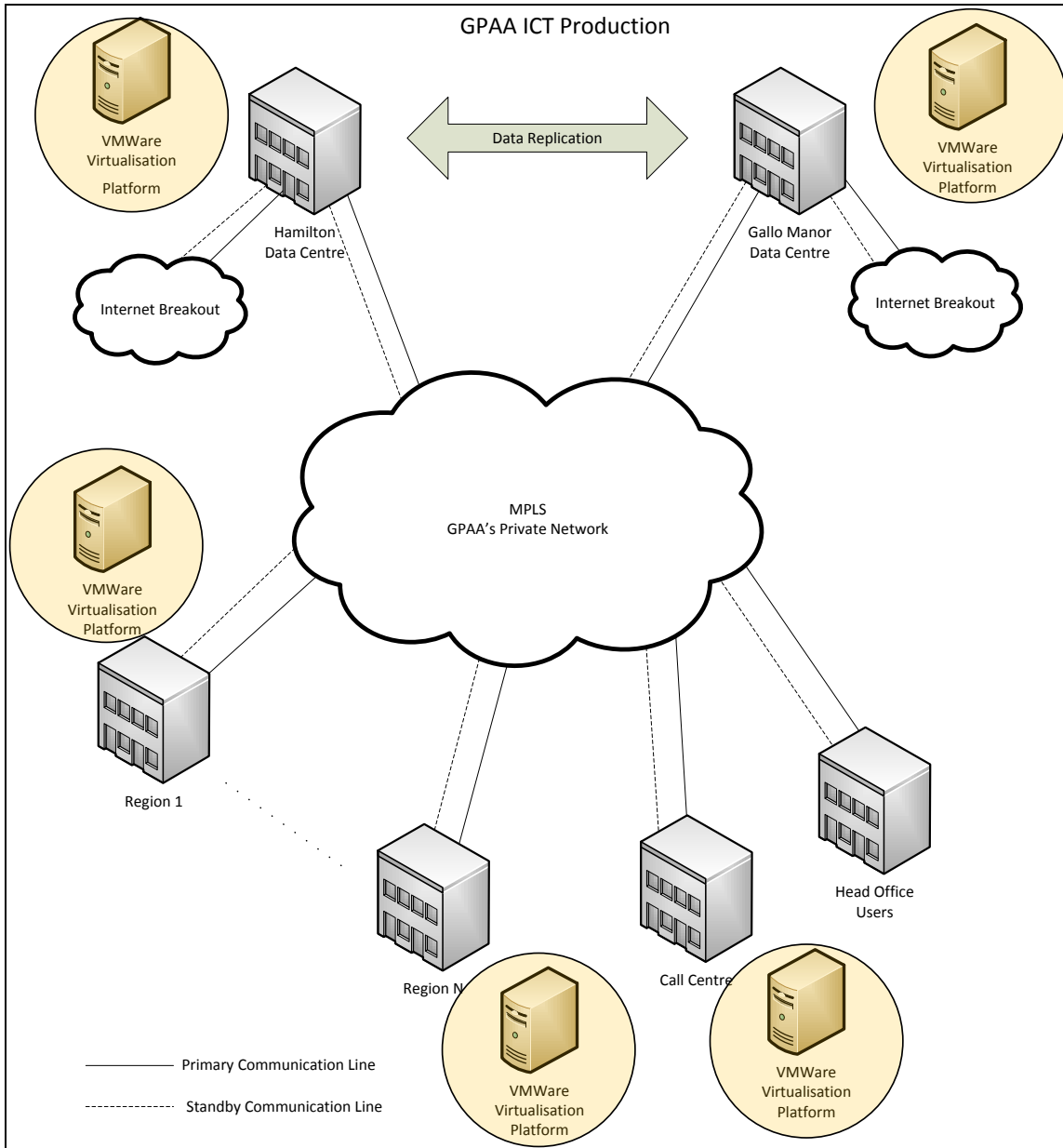


Figure 1: GPAA High Level Technology Stack

The GPAA makes use of two data centres; one in its head office at Hamilton Street in Arcadia Pretoria and the other one is hosted by MTN at their data centre at Gallo Manor, Sandton. This dual data centre set-up allows the GPAA to ensure high availability for ICT services provided to the administration. Hamilton Street data centre is normally the primary data centre with fail over to the Gallo Manor data centre when required. Some services are deployed at both datacentre for resilience.

A dedicated communication link connects the two data centres so that data replication, server to server communication and backups can take place. Communication on this link occurs on near real time fashion to keep the two data centres synchronized.

The GPAA also employs an MPLS cloud redundancy connecting each of the GPAA's sites (data centres and regions). These connections to the MPLS are mainly used for user communication. These connections carry the following traffic:

- Data connections between users and servers for application purposes.
- Voice over IP telephone communication.
- Backups from the regions to the data centres.
- Video Conferencing.
- Security camera video.

Each of the regions is connected to the MPLS using at least 20 Mbps bandwidth.

In order to run the server workloads at the data centres and at the regions, the GPAA makes use of a VMWare virtualization layer running on top of Intel based servers.

The servers at Hamilton and at Gallo Manor are running in high grade data centres.

While there are no data centres at the GPAA's regional offices, the GPAA makes use of "Data server in a rack" to run its server and network infrastructure which is in final stages of being implemented.

Capacity can be requested on this virtualized environment for the purpose of running the QMS.

The GPAA will provide the desktop PCs to be used by the client service agents. These PCs may be used for installing a QMS agent interaction application, should this be required. Any installed software must be compatible with Microsoft Windows 7 64 bit and above.

Provision, Installation, configuration and set-up of QMS is required. All installation and configuration must be done by the successful service provider. Provision, installation and configuration must be done by the successful service provider at all 16 walk in centre locations of the GPAA distributed throughout South Africa.

Estimated sizing of the QMS equipment is provided below. However, the successful bidder must confirm this sizing and provision the correct quantity of equipment as required in each walk-in centre subject to the layout and size of each walk-in centre.

The QMS must cater for 16 walk-in centres and 11 mobiles walk-in centres operating from the GPAA vans.

The bidder must propose configurations for each of the walk-in centres.

The following configuration requirements are as perceived by the GPAA.

Provision of the equipment as well as installation, configuration, cabling and sundries must be provided.

Training, change management and support for the duration of the contract must be provided.

Quantity estimates are provided per walk-in centre.

Actual quantities are dependent on layout and size of each walk-in centre.

Table 5: Specifications

Equipment Type	Estimated Quantities
Ticketing Dispensing Kiosk	1 – 4
Queue Display Screen	1 – 3

Equipment Type	Estimated Quantities
Queue Management Pads	5 - 15

In addition to the above production requirements the GPAA will require an instance of the solution installed in the test environment to pre-test upgrades and changes to the solution prior to apply it to the production environment.

6 BIDDER EXPERIENCE

All bidders are required to submit at least 3 references, where similar services have been provided. At least 2 of the sites must be active with the ability for GPAA to conduct site visits if deemed necessary.

7 PROJECT MANAGEMENT TEAM

All bidders are required to provide a high level project plan which details, the activities skills and effort required to set-up and commission the solution.

In addition to the project plan the bidder must submit summarised cvs of all the team members required to successfully provide the services required for in this RFP.

8 BIDDER RESPONSE

All bidders are required to follow or use the following template when responding to the bid requirements. Should a bidder prefer to use their own template it is important that they maintain the same flow and numbering.

Note: All bidders must be able to satisfy the full scope of work and requirements in order to be considered.

SEC ID	INSTRUCTIONS/DESCRIPTION	WEIGHT
<p>Phase 1: Scope Evaluation: The bidder is required to provide a summary of their capabilities to demonstrate their ability to deliver on the full scope of this RFP.</p> <p>Inability to provide any of the scope requirement will render the solution incomplete and thus disqualify the bidder from further evaluation</p>		
Section 3	The bidder is required to provide a summary of their capabilities to demonstrate their ability to deliver on the full scope of this RFP (refer to sec 3.1 to 3.17)	10%
Phase 2: Technical & Functional Requirements Evaluation		
Section 4:	<p>4.1: General</p> <p>Describe in detail how the bidder intends or has the capability and capacity to satisfy the requirements in sec 4.1</p>	6%
	<p>4.2 : Ticket Issuing</p> <p>Describe in detail how the bidder intends or has the capability and capacity to satisfy the requirements in sec 4.2</p>	6%
	<p>4.3 : Client Queuing</p> <p>Describe in detail how the bidder intends or has the capability and capacity to satisfy the requirements in sec 4.3</p>	6%
	<p>4.4 : Servicing the Client</p> <p>Describe in detail how the bidder intends or has the capability and capacity to satisfy the requirements in sec 4.4</p>	6%
	<p>4.5 : Queue Management Application</p>	6%

	Describe in detail how the bidder intends or has the capability and capacity to satisfy the requirements in sec 4.5	
	<u>4.6: Client Service Agent's Activity</u> Describe in detail how the bidder intends or has the capability and capacity to satisfy the requirements in sec 4.6	6%
	<u>4.7: Supervisor's Activity</u> Describe in detail how the bidder intends or has the capability and capacity to satisfy the requirements in sec 4.7	6%
	<u>4.8: Consumable</u> Describe in detail how the bidder intends or has the capability and capacity to satisfy the requirements in sec 4.8	6%
	<u>4.9: integration Requirements/Capabilities</u> Describe in detail how the bidder intends or has the capability and capacity to satisfy the requirements in sec 4.9	6%
	<u>4.10: Non-Functional Requirements</u> Describe in detail how the bidder intends or has the capability and capacity to satisfy the requirements in sec 4.10	6%
	<u>4.11: Queue Management Reporting Requirements</u> Describe in detail how the bidder intends or has the capability and capacity to satisfy the requirements in sec 4.11	6%
Section 6: Bidder experience	All bidders are required to submit at least 3 references, where similar services have been provided. At least 2 of the sites must be active with the ability for GPAA to conduct site visits if deemed necessary.	12%
Section 7: Project Management & Team	All bidders are required to provide a high level project plan which details, the activities skills and effort required to set-up and commission the solution within a period of approximately 1 month In addition to the project plan the bidder must submit summarised CVs of all the team members required to successfully provide the services required for in this RFP.	12%
TOTAL		100%

9 PRICING SCHEDULE

9.1 QMS System as a Service

The QMS functionality provided by the bidder is expected to be provided as a service.

The GPAA does not expect to own any equipment or software as a result of the provision of this service.

As a result the bidder is expected to provide a monthly price schedule that does not include any upfront costs.

The monthly service fees are expected to take into consideration the following components:

1. Upfront costs of acquiring the QMS and commissioning it at the various GPAA offices and vans.
2. Ongoing maintenance and support costs.
3. Costs of decommissioning the system at the end of the contract.

The bidder must indicate in the proposal if there would be any price escalations during the contract period. Should there be price escalation required by the bidder, the method of calculating the price escalation must clearly be provided.

9.2 QMS Integration Services

The bidder must provide a separate price item for integration services between the QMS system and other GPAA systems (e.g. CRM and back end systems).

The use of such hours will be requested by the GPAA. Approval for such hours must be supported with time sheets and approved by the GPAA. The GPAA retains the right to use only part of the budgeted hours.

10 EVALUATION CRITERIA

The following criteria will be used in the Bid response evaluation and decision making process:

Item No.	Evaluations Criteria : 90/10 Principle	Weight
Phase 1: Compliance		
A	Administration compliance Tax Clearance certificate SBD1-9 Proposed Master Service Agreement and Service Level Agreement Technical proposal Pricing proposal Compulsory Briefing session	
Phase 2 Functionality		
B	Compliance to the required scope of work as specified in section 3.	10
	Compliance to the required technical specifications, as defined in Section 4.	60
	Bidder's experience in QMS provision and installation. At least 3 contactable references for installing a QMS system in a financial and/or government organisation	10
	Submit detailed project plan illustrating the methodology that will be used to implement the solution and the estimated timelines	10
	Submit CVs of team members that will participate in the implementation and support of the solution. Note: GPAA reserves the right to vet and accept any replacement of team members	10
	Sub-total	100
C	Price and B-BBEE (Third Phase)	
	Total cost for implementation of the QMS as per specification and post implementation support and maintenance	90
D	Social Responsibilities of the service provider	10
	Sub-total in terms of PPR 2011	100

Annexure A

(GPAA)

SCM

Standard Bid Document

INVITATION TO BID

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

BID NUMBER: **GPAA 05/2016**

CLOSING DATE: **29 February 2016**

CLOSING TIME: **11h00am**

DESCRIPTION: Queue Management System (QMS) Implementation GPAA

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT GPAA ADDRESSED TO:

Government Pensions Administration (GPAA)

34 HAMILTON STREET

ARCADIA

PRETORIA

0001

Bidders should ensure that bids are delivered timorously 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 DO SO MAY RESULT IN THE BID BEING DISQUALIFIED)

ALL STANADARD 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 AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD2) YES/NO

HAS A B-BEEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)

OR

A REGISTERED AUDITOR

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

PRICING SCHEDULE – FIRM PRICES

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

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

Name of bidder:.....

Bid number: **GPAA 05/2016**

Closing Time: 11h00 on Tuesday 29February 2016

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

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1	1	Set-Up and Installation (refer to 3.1)	R
2	1	Monthly Service Fees for Year 1 (including license fees) x 12	R
3	1	Monthly Service Fees for Year 2 (including license fees) x 12	R
4	1	Monthly Service Fees for Year 3 (including license fees) x 12	R
5	30	Training for Agents	R
6	20	Managers/Supervisors	R
7	6	Administrators	R
8	12	Mobile Deployment Drivers	R
		Total cost	R

Relocations Pricing:

Please provide relocation cost should the GPAA decide to relocate a regional office from 1 physical address to another within the same town/city

	1	Relocating a regional office to a new location within the same town during Year 1.	R
	1	Relocating a regional office to a new location within the same town during Year 2.	R
	1	Relocating a regional office to a new location within the same town	R

		during Year 3.	
Integration Services:			
Please provide hourly rate for integration services			
	1	Hourly Rate Integration Engineering Services: Year 1	R
	1	Hourly Rate Integration Engineering Services: Year 2	R
	1	Hourly Rate Integration Engineering Services: Year 3	R

Note: All prices and hourly rates quoted in this section will be fixed for the full duration of the contract and no further escalations will be allowed.

Required by: GPAA /CEO
 At: GAA Head Office and regional Offices
 Brand and model
 Country of origin
 Does offer comply with specification? *YES/NO
 If not to specification, indicate deviation(s)
 Period required for delivery
 *Delivery: *FIRM/NOT FIRM
 Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

* Delete if not applicable

DECLARATION OF INTEREST

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

- the bidder is employed by the state; and/or
- 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 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 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.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

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.

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.3 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid. **YES / NO**

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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 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:

	POINTS
1.3.1.1 PRICE	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, 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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. 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**

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**

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:.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids³ 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).⁴ 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:

³ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(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 consortium⁵ 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:

⁵ 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.

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation);
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Annexure B

(GPAA)

SCM

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 Bid Submission

1.1 Bidders will be permitted to submit bids by:

Hand: 34 Hamilton Street, Arcadia, Pretoria

1.2 Closing Date: **29 February 2016**

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

2 Validity of Bids

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

2.2 Two-stage Bidding

2.2.1 For this bid, a two-stage bidding procedure will be used, under which first un-priced technical proposals on the basis of compliance with the requested scope of work and 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.

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

2.2.3 A minimum number of **six** (6) copies of the technical proposal are required as well as **six** (6) copies of the pricing proposal in a separate envelope.

2.2.4 Only suppliers who meet the minimum of **60%** on functionality will be considered for second stage of evaluation.

2.3 Late Bids

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

2.4 Clarification or Alterations of Bids

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

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

2.5 Completeness of Documentation

2.5.1 It will be ascertained whether bids:

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

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

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

2.6 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.

2.7 Associations between Consultants

2.7.1 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.

2.7.2 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. The GPAA will require one valuator to the Fund and two other actuaries to be signatories of valuation reports.

2.8 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 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 ANALYSES

8.1 All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an 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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 PACKING

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

10 DELIVERY OF DOCUMENTS

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11 INSURANCE

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

12 TRANSPORTATION

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

13 INCIDENTAL SERVICES

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

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

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

14 SPARE PARTS

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

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

15 WARRANTY

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the

contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.6 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 PAYMENT

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of 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

- 1.1 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, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authorities.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods 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.