



**the gpaa**

Department:  
Government Pensions Administration Agency  
**REPUBLIC OF SOUTH AFRICA**

**Government Pensions**

**Administration Agency**

**(GPAA)**

**Request for Proposal (RFP) sale of old  
ICT equipment at  
Government Pensions Administration Agency (GPAA)**

**Annexure A**

**(GPAA)**

**SCM**

***Standard Bid Document***

**INVITATION TO BID**

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

BID NUMBER: **GPAA 11/2016** CLOSING DATE: **30 March 2016**  
CLOSING TIME: **11:00am**  
DESCRIPTION: **Sale of old ICT equipment**

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 A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD2)?

YES/NO

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 11/2016**

Closing Time: **11:00 AM on Wednesday, 30 March 2016**

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

**ICT EQUIPMENT DISPOSAL LIST 2016**

<b>NO.</b>	<b>BARCODE</b>	<b>DESCRIPTION</b>	<b>BOOK VALUE</b>
1	00010793 GPAA	Network Cabinet	R
2	00010794 GPAA	Network Cabinet	R
3	00010871 GPAA	Powerware 9315	R
4	00010695 GPAA	Network Cabinet	R
5	NA	Network Cabinet	R
6	NA	Network Cabinet	R
7	00008497 GPAA	CASIO DR 8620	R
8	00007326 GPAA	OptomaDLP EX530	R
9	00010409	CASIODR 8620	R
10	00009061 GPAA	CASIODR 8620	R
11	00004667	CASIODR 8620	R
12	00000980	CASIODR 8420V	R
13	00000992	CASIODR 8420V	R
14	00001486	CASIODR 8620	R
15	00004052	CASIODR 8620	R
16	00008444 GPAA	OKI MICROLINE PRINTER	R
17	00005605	Casio Calculatordr-8620	R
18	00013552 GPAA	Dell Optiplex 755	R
19	00013527 GPAA	Dell Optiplex 755	R
20	00013564 GPAA	Dell Optiplex 755	R
21	00001282 GPAA	Dell Optiplex 760	R
22	00004187 GPAA	Dell Optiplex 760	R
23	00000805 GPAA	Dell Optiplex 760	R
24	00005863 GPAA	Dell Optiplex 760	R
25	00002551 GPAA	Dell Optiplex 760	R
26	00004196 GPAA	Dell Optiplex 760	R
27	00006011 GPAA	Dell Optiplex 760	R
28	00006590 GPAA	Dell Optiplex 760	R
29	00003118 GPAA	Dell Optiplex 760	R
30	00010677 GPAA	Dell Optiplex 760	R

31	00003169 GPAA	Dell Optiplex 760	R
32	00007896 GPAA	Dell Optiplex 760	R
33	00001419 GPAA	Dell Optiplex 760	R
34	00016340 GPAA	Dell Optiplex 755	R
35	00003902 GPAA	Dell Optiplex 760	R
36	00005732 GPAA	Dell Optiplex 760	R
37	00007675 GPAA	Dell Optiplex 760	R
38	00003642 GPAA	Dell Optiplex 760	R
39	00007566 GPAA	Dell Optiplex 760	R
40	00009079 GPAA	Dell Optiplex 760	R
41	00013357 GPAA	Dell optiplex 760	R
42	00010218 GPAA	Dell Optiplex 760	R
43	00010027 GPAA	Dell Optiplex 760	R
44	00013328 GPAA	Dell Optiplex 760	R
45	00008300 GPAA	Dell Optiplex 760	R
46	00007472 GPAA	Dell Optiplex 760	R
47	00009513 GPAA	Dell Optiplex	R
48	00005848 GPAA	Dell Optiplex 760	R
49	00010023 GPAA	Dell Optiplex 760	R
50	00005699 GPAA	DEll Optiplex 760	R
51	00008358 GPAA	Dell Optiplex 760	R
52	00007681 GPAA	Dell Optiplex 760	R
53	00008187 GPAA	Dell optiplex 760	R
54	00007777 GPAA	Dell Optiplex 760	R
55	00009357 GPAA	Dell Optiplex 760	R
56	00003972 GPAA	Dell Optiplex 760	R
57	00008939 GPAA	Dell Optiplex 760	R
58	00010005 GPAA	Dell Optiplex 760	R
59	00004904 GPAA	Dell Optiplex 760	R
60	00008871 GPAA	Dell Optiplex 760	R
61	00015133 GPAA	Dell Optiplex 760	R
62	00008996 GPAA	Dell Optiplex 760	R
63	00005332 GPAA	Dell Optiplex 760	R
64	00004952 GPAA	Dell Optiplex 760	R
65	00010104 GPAA	Dell Optiplex 760	R
66	00008090 GPAA	Dell Optiplex 760	R
67	00000422 GPAA	Dell Optiplex 760	R
68	00007835 GPAA	Dell Optiplex 760	R
69	00008919 GPAA	Dell Optiplex 760	R
70	00008854 GPAA	Dell Optiplex 760	R
71	00008879 GPAA	Dell optiplex 760	R
72	00007963 GPAA	Dell Optiplex 760	R
73	00004828 GPAA	Dell Optiplex 760	R
74	00005353 GPAA	Dell optiplex 760	R
75	00004825 GPAA	Dell Optiplex 760	R
76	00013434 GPAA	Dell Optiplex 760	R
77	00010016 GPAA	Dell Optiplex 760	R
78	00013032 GPAA	Dell Optiplex 760	R

79	00007583 GPAA	Dell Optiplex 760	R
80	00005892 GPAA	Dell Optiplex 760	R
81	00009130 GPAA	Dell vostro 220	R
82	00009750 GPAA	Dell vostro 220	R
83	00009779 GPAA	Dell vostro 220	R
84	00010482 GPAA	Dell vostro 220	R
85	00008131 GPAA	Dell vostro 220	R
86	00006553 GPAA	Dell vostro 220	R
87	00010009 GPAA	Dell Optiplex 760	R
88	00002683 GPAA	Dell Optiplex 760	R
89	00003730 GPAA	Dell Optiplex 760	R
90	00004758 GPAA	Dell OPTIPLEX 760	R
91	00003317 GPAA	Dell Optiplex 760	R
92	00005698 GPAA	Dell optiplex 760	R
93	00009048 GPAA	Dell Optiplex 760	R
94	00001490 GPAA	Dell optiplex 760	R
95	00005904 GPAA	Dell Optiplex 760	R
96	00019345	Dell optiplex 380	R
97	00000829 GPAA	Dell Optiplex 360	R
98	00005807 GPAA	Dell Optiplex 360	R
99	00006426 GPAA	Dell optiplex 360	R
100	00004618 GPAA	Dell Optiplex 360	R
101	00007195 GPAA	Dell Optiplex 360	R
102	00014416 GPAA	Dell Optiplex 210l	R
103	00014879 GPAA	Dell Optiplex gx620	R
104	00013289 GPAA	Dell Optiplex 210l	R
105	00015019 GPAA	Dell Optiplex gx620	R
106	00006022 GPAA	Dell Optiplex 170l	R
107	00013727 GPAA	Dell Optiplex 210l	R
108	00014862 GPAA	Dell Optiplex GX620	R
109	00013724 GPAA	Dell Optiplex g621	R
110	00013722 GPAA	Dell Optiplex g622	R
111	00013787 GPAA	Dell Optiplex g624	R
112	00006798 GPAA	Dell Optiplex GX620	R
113	00013253 GPAA	Dell Optiplex gx620	R
114	00014854 GPAA	Dell Optiplex gx620	R
115	00011447 GPAA	Dell Optiplex GX 620	R
116	00011645 GPAA	Dell Optiplex GX 620	R
117	00011653 GPAA	Dell Optiplex GX 620	R
118	00013239 GPAA	Dell Optiplex gx620	R
119	00011497 GPAA	Dell Optiplex GX 620	R
120	00011666 GPAA	Dell Optiplex GX 620	R
121	00011417 GPAA	Dell Optiplex GX 620	R
122	00011461 GPAA	Dell Optiplex GX 620	R
123	00010756 GPAA	Dell Optiplex GX620	R
124	00011583 GPAA	Dell Optiplex GX 620	R
125	00011658 GPAA	Dell Optiplex GX 620	R
126	00011685 GPAA	Dell Optiplex GX 620	R

127	00011457 GPAA	Dell Optiplex GX 620	R
128	00006217 GPAA	Dell Optiplex GX 620	R
129	00015001 GPAA	Dell Optiplex GX620	R
130	00017842 GPAA	Dell Optiplex GX 620	R
131	00011435 GPAA	Dell Optiplex GX 620	R
132	00011697 GPAA	Dell Optiplex GX 620	R
133	00014945 GPAA	Dell optiplex gx620	R
134	00010814 GPAA	HP DC 7600C	R
135	00014881 GPAA	Dell optiplex GX110	R
136	00011619 GPAA	Dell Optiplex 210L	R
137	00014882 GPAA	Dell optiplex GX110	R
138	00007079 GPAA	Dell optiplex 230	R
139	00008374 GPAA	Dell optiplex 760	R
140	00001406 GPAA	HP dc7700s	R
141	00008640 GPAA	HP GH259EA#ABB	R
142	00004358 GPAA	HP GH259EA#ABB	R
143	00003546 GPAA	HP GH259EA#ABB	R
144	00014875 GPAA	Dell Optiplex 170l	R
145	00001229 GPAA	HP GH259EA#ABB	R
146	00009694 GPAA	HP dc7700s	R
147	00010429 GPAA	HP DX2300M	R
148	00010423 GPAA	HP DX2300M	R
149	00010424 GPAA	HP DX2300M	R
150	00010428 GPAA	HP DX2300M	R
151	00013057 GPAA	Dell Optiplex 760	R
152	00006401 GPAA	Dell Optiplex 755	R
153	00004874 GPAA	Dell optiplex 755	R
154	00005510 GPAA	Dell Optiplex 755	R
155	00005198 GPAA	Dell Optiplex 755	R
156	00005321 GPAA	Dell Optiplex 755	R
157	00009372 GPAA	Dell optiplex 755	R
158	00005988 GPAA	Dell Optiplex 755	R
159	00005189 GPAA	Dell optiplex 755	R
160	00001121 GPAA	Dell Optiplex 755	R
161	00009038 GPAA	Dell optiplex 755	R
162	00004981 GPAA	Dell Optiplex 755	R
163	00009560 GPAA	Dell Optiplex 755	R
164	00002726 GPAA	Dell Optiplex 755	R
165	00011483 GPAA	Dell Optiplex 755	R
166	00005350 GPAA	Dell Optiplex 755	R
167	00007415 GPAA	Dell optiplex 755	R
168	00007400 GPAA	Dell optiplex 755	R
169	00007466 GPAA	Dell optiplex 755	R
170	00007033 GPAA	Dell optiplex 755	R
171	00004451 GPAA	Dell Optiplex 755	R
172	00001091 GPAA	Dell optiplex 755	R
173	00009991 GPAA	Dell Optiplex 755	R
174	00000352 GPAA	Dell Optiplex 755	R

175	00008309 GPAA	Dell Optiplex 755	R
176	00001054 GPAA	DELL Optiplex 755	R
177	00007636 GPAA	Dell Optiplex 755	R
178	00011068 GPAA	Dell Optiplex 755	R
179	00001407 GPAA	Dell Optiplex 755	R
180	00001402 GPAA	Dell Optiplex 755	R
181	00014884 GPAA	Dell Optiplex GX110	R
182	00001410 GPAA	Dell Optiplex 755	R
183	00005172 GPAA	Dell Optiplex 755	R
184	00005725 GPAA	Dell Optiplex 755	R
185	00005715 GPAA	Dell Optiplex 755	R
186	00001409 GPAA	Dell Optiplex 755	R
187	00004471 GPAA	Dell Optiplex 755	R
188	00003244 GPAA	Dell Optiplex 755	R
189	00000083 GPAA	Dell Optiplex 755	R
190	00007451 GPAA	Dell Optiplex 755	R
191	00001413 GPAA	Dell optiplex 755	R
192	00003209 GPAA	Dell Optiplex 756	R
193	00001224 GPAA	DELL Optiplex 755	R
194	00003691 GPAA	Dell optiplex 755	R
195	00003737 GPAA	Dell optiplex 755	R
196	00005756 GPAA	Dell Optiplex 755	R
197	00003330 GPAA	Dell optiplex 755	R
198	00005073 GPAA	Dell Optiplex 780	R
199	00008862 GPAA	Dell Optiplex 780	R
200	00004739 GPAA	Dell Optiplex 780	R
201	00004578 GPAA	Dell Optiplex 780	R
202	00006258 GPAA	Dell Optiplex 780	R
203	00003347 GPAA	Dell Optiplex 780	R
204	00006286 GPAA	Dell Optiplex 760	R
205	00004610 GPAA	Dell optiplex 780	R
206	00005834 GPAA	Dell Optiplex 780	R
207	00005828 GPAA	Dell Optiplex 780	R
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209	00002838 GPAA	Dell Optiplex 780	R
210	00004583 GPAA	Dell Optiplex 780	R
211	00008450 GPAA	Dell Optiplex 780	R
212	00005825 GPAA	Dell Optiplex 780	R
213	00000415 GPAA	Dell Optiplex 760	R
214	00005680 GPAA	Dell Optiplex 760	R
215	00009637 GPAA	Dell Optiplex 780	R
216	00003706 GPAA	Dell optiplex 780	R
217	00003647 GPAA	Dell optiplex 780	R
218	00005739 GPAA	Dell Optiplex 760	R
219	00006249 GPAA	Dell Optiplex 780	R
220	00001044 GPAA	Dell Optiplex 780	R
221	00004344 GPAA	Dell Optiplex 780	R
222	00005824 GPAA	Dell Optiplex 780	R



223	00012382 GPAA	Dell Optiplex 170l	R
224	00013733 GPAA	Dell Optiplex GX150	R
225	00014883 GPAA	Dell Optiplex GX110	R
226	00013725 GPAA	Dell Optiplex g620	R
227	00010806 GPAA	DELL Optiplex GX 270	R
228	00007439 GPAA	Dell Optiplex gx280	R
229	00014842 GPAA	Dell Optiplex gx620	R
230	00004570 GPAA	Dell Optiplex 780	R
231	00009336 GPAA	Dell Optiplex 780	R
232	00000428 GPAA	Dell Optiplex 760	R
233	00003684 GPAA	Dell Optiplex 780	R
234	00003451 GPAA	Dell Optiplex 780	R
235	00003363 GPAA	Dell Optiplex 780	R
236	00008932 GPAA	Dell Optiplex 780	R
237	00000062 GPAA	Dell Optiplex 780	R
238	00003862 GPAA	Dell Optiplex 780	R
239	00008892 GPAA	Dell Optiplex 780	R
240	00003462 GPAA	Dell Optiplex 780	R
241	00004408 GPAA	Dell Optiplex 780	R
242	00008857 GPAA	Dell Optiplex 780	R
243	00008715 GPAA	Dell Optiplex 780	R
244	00003441 GPAA	Dell Optiplex 780	R
245	00008737 GPAA	Dell Optiplex 780	R
246	00004403 GPAA	Dell optiplex 780	R
247	00004414 GPAA	Dell Optiplex 780	R
248	00007452 GPAA	Dell optiplex 780	R
249	00003574 GPAA	Dell Optiplex 780	R
250	00009206 GPAA	Dell Optiplex 780	R
251	00007914 GPAA	Dell Optiplex 780	R
252	00002164 GPAA	Dell Optiplex 990	R
253	00002190 GPAA	Dell Optiplex 990	R
254	00002162 GPAA	Dell Optiplex 990	R
255	00002144 GPAA	Dell optiplex 990	R
256	00002158 GPAA	Dell Optiplex 990	R
257	00002143 GPAA	Dell Optiplex 990	R
258	00002126 GPAA	Dell Optiplex 990	R
259	00002161 GPAA	Dell optiplex 990	R
260	00002173 GPAA	Dell Optiplex 990	R
261	00002157 GPAA	Dell Optiplex 990	R
262	00002186 GPAA	Dell optiplex 990	R
263	00002195 GPAA	Dell Optiplex 990	R
264	00002181 GPAA	Dell Optiplex 990	R
265	00006500 GPAA	HP XY321ES#ACQ	R
266	00006497 GPAA	HP XY321ES#ACQ	R
267	00006605 GPAA	HP xy321es#acq	R
268	00006614 GPAA	HP xy321es#acq	R
269	00006623 GPAA	HP XY321ES#ACQ	R
270	00006452 GPAA	HP XY321ES#ACQ	R

271	00006456 GPAA	HP XY321ES#ACQ	R
272	00006459 GPAA	HP XY321ES#ACQ	R
273	00006467 GPAA	HP XY321ES#ACQ	R
274	00006468 GPAA	HP xy321es#acq	R
275	00006473 GPAA	HP XY321ES#ACQ	R
276	00006474 GPAA	HP XY321ES#ACQ	R
277	00006480 GPAA	HP XY321ES#ACQ	R
278	00006482 GPAA	HP XY321ES#ACQ	R
279	00012599 GPAA	HP J4277162	R
280	00012592 GPAA	HP J4277162	R
281	00014102 GPAA	HP j4277162	R
282	00014110 GPAA	HP J4277162	R
283	00014111 GPAA	HP j4277162	R
284	00014114 GPAA	HP J4277162	R
285	00014119 GPAA	HP J4277162	R
286	00014121 GPAA	HP J4277162	R
287	00014115 GPAA	HP J4277162	R
288	00014122 GPAA	HP j4277162	R
289	00014129 GPAA	HP J4277162	R
290	00014165 GPAA	HP J4277162	R
291	00014172 GPAA	HP J4277162	R
292	00014181 GPAA	HP J4277162	R
293	00014194 GPAA	HP J4277162	R
294	00014195 GPAA	HP J4277162	R
295	00014192 GPAA	HP J4277162	R
296	00014198 GPAA	HP J4277162	R
297	00014197 GPAA	HP J4277162	R
298	00014204 GPAA	HP J4277162	R
299	00014134 GPAA	HP J4277162	R
300	00014141 GPAA	HP j4277162	R
301	00014143 GPAA	HP j4277162	R
302	00014146 GPAA	HP J4277162	R
303	00014148 GPAA	HP J4277162	R
304	00014150 GPAA	HP J2477162	R
305	00014212 GPAA	HP J4277162	R
306	00012968 GPAA	HP LX993ES#ACQ	R
307	00012552 GPAA	HP LX993ES#ACQ	R
308	00012965 GPAA	HP LX993ES#ACQ	R
309	00012596 GPAA	HP LX993ES#ACQ	R
310	00013195 GPAA	HP LX993ES#ACQ	R
311	00013189 GPAA	HP LX993ES#ACQ	R
312	00013200 GPAA	HP LX993ES#ACQ	R
313	00012573 GPAA	HP LX993ES#ACQ	R
314	00014339 GPAA	HP xl506av	R
315	00014379 GPAA	HP XL506AV	R
316	00014371 GPAA	HP XL506AV	R
317	00014313 GPAA	HP XL506AV	R
318	00014319 GPAA	HP XL506AV	R

319	00014337 GPAA	HP xl506av	R
320	00014238 GPAA	HP XL506AV	R
321	00014242 GPAA	HP xl506av	R
322	00014253 GPAA	HP XL506AV	R
323	00014287 GPAA	HP xl506av	R
324	00014383 GPAA	HP XL506AV	R
325	00014358 GPAA	HP xl506av	R
326	00014305 GPAA	HP XL506AV	R
327	00014321 GPAA	HP xl506av	R
328	00014393 GPAA	HP	R
329	00016218 GPAA	HP H4U87ES#ACQ	R
330	00016420 GPAA	HP C3A51EA#ACQ	R
331	00016685 GPAA	HP dc7700	R
332	00016657 GPAA	HP C3A51EA#ACQ	R
333	00016663 GPAA	HP C3A51EA	R
334	00017761 GPAA	HP C3A51EA	R
335	00017919 GPAA	DELL PRECISION T1700	R
336	00017921 GPAA	DELL PRECISION T1700	R
337	00020553 GPAA	Dell optiplex 755	R
338	00021765 GPAA	DELLOptiplex 755	R
339	NA	dellOptiplex 760	R
340	00013258 GPAA	Delloptiplex 210L	R
341	00013694 GPAA	Delloptiplex 755	R
342	00021460 GPAA	HPDX2300M	R
343	00015116 GPAA	Dellvostro 220	R
344	00021453 GPAA	superchannel	R
345	00013037 GPAA	Dell Optiplex 210l	R
346	00012248 GPAA	Dell Optiplex 755	R
347	00014986 GPAA	Dell Optiplex gx620	R
348	00014846 GPAA	Dell Optiplex gx620	R
349	00015025 GPAA	Dell Optiplex gx620	R
350	00013675 GPAA	HPdc7700s	R
351	00015030 GPAA	HPdc7700s	R
352	00015883 GPAA	Dell Optiplex 755	R
353	00013780 GPAA	Dell Optiplex gx620	R
354	00002503 GPAA	Dell Optiplex 210l	R
355	00004837 GPAA	Dell Optiplex 760	R
356	00009280 GPAA	Dell Optiplex 755	R
357	00014081 GPAA	Dell Optiplex 760	R
358	00020641	Dell Optiplex 760	R
359	00008838 GPAA	Dell Optiplex 760	R
360	00013793 GPAA	Dell Optiplex gx620	R
361	00016726 GPAA	Dell Optiplex g623	R
362	00004392 GPAA	Dell Optiplex gx620	R
363	NA	HpCompaq	R
364	NA	Dell Optiplex 170l	R
365	NA	Dell Optiplex 170l	R
366	NA	Dell Optiplex 170l	R

367	00009667 GPAA	Brother FAX 8360P	R
368	00016741 GPAA	focus hand held scanner	R
369	00000519 GPAA	focus hand held scanner	R
370	00000543 GPAA	focus hand held scanner	R
371	00000513 GPAA	focus hand held scanner	R
372	00000518 GPAA	focus hand held scanner	R
373	00000569 GPAA	focus hand held scanner	R
374	00000568 GPAA	focus hand held scanner	R
375	00000565 GPAA	focus hand held scanner	R
376	00000581 GPAA	focus hand held scanner	R
377	NA	focus hand held scanner	R
378	NA	focus hand held scanner	R
379	00015835 GPAA	HP Compaq 8510w	R
380	00013820 GPAA	HP Compaq 8510w	R
381	00013664 GPAA	HP Compaq 8510w	R
382	00008459 GPAA	HP8540W	R
383	00021457 GPAA	DELLPP09S	R
384	00012568 GPAA	DELLPP18L	R
385	00015491 GPAA	Dellinspiron 1525	R
386	NA	HP2730p	R
387	00013623 GPAA	CCTV REDITRON SEQUENTIAL SWITCHER	R
388	00008414 GPAA	ASCOM TAXMASTER	R
389	00005639	OlivettiLG 300	R
390	00010720 GPAA	Dell 1908FPt	R
391	00013473 GPAA	Dell optiplex gx280	R
392	00013567 GPAA	Dell Optiplex 760	R
393	00014934 GPAA	Dell Optiplex GX260	R
394	00014913 GPAA	Dell Optiplex 170l	R
395	00010536 GPAA	Dell E1909Wf	R
396	00000091 GPAA	Dell E1909Wf	R
397	00002212 GPAA	Dell E1909wf	R
398	00005702 GPAA	Dell E1909wf	R
399	00003117 GPAA	Dell E2014hf	R
400	00001988 GPAA	Dell 1908fpc	R
401	00002419 GPAA	Dell E1909wf	R
402	00002581 GPAA	Dell E1909wf	R
403	00002495 GPAA	Dell E1909wf	R
404	00002500 GPAA	Dell E1909wf	R
405	00002550 GPAA	Dell E1909wf	R
406	00002594 GPAA	Dell E1909wf	R
407	00002400 GPAA	Dell E1909wf	R
408	00002475 GPAA	Dell E1909wf	R
409	00002402 GPAA	Dell E1909wf	R
410	00002512 GPAA	Dell E1909wf	R
411	00002527 GPAA	Dell E1909wf	R
412	00002570 GPAA	Dell E1909wf	R
413	00002522 GPAA	Dell E1909wf	R

414	00002590 GPAA	Dell E1909wf	R
415	00002559 GPAA	Dell E1909wf	R
416	00001974 GPAA	Dell E190sf	R
417	00005805 GPAA	Dell E190Sf	R
418	00010139 GPAA	Dell E190SF	R
419	00007863 GPAA	Dell E190sf	R
420	00005897 GPAA	Dell E1905f	R
421	00014942 GPAA	Dell E190sf	R
422	00003286 GPAA	Dell 1907fpc	R
423	00004832 GPAA	Dell E1909wf	R
424	00008694 GPAA	HP L2208w	R
425	00005383 GPAA	Dell E1909wf	R
426	00009512 GPAA	Dell E1909wf	R
427	00004822 GPAA	Dell 1909wf	R
428	00011479 GPAA	DELL 1908FPC	R
429	00003091 GPAA	Dell E1909wf	R
430	00013084 GPAA	Dell 1909wf	R
431	00015350 GPAA	Dell E1909Wf	R
432	00005248 GPAA	Dell 1909wf	R
433	00005004 GPAA	Dell E1909wf	R
434	00003623 GPAA	Dell E1909wf	R
435	00013322 GPAA	Dell E1909wf	R
436	00008093 GPAA	DELL	R
437	00001647 GPAA	Dell E1909wf	R
438	00005374 GPAA	Dell E1909Wf	R
439	00004903 GPAA	Dell E1909wf	R
440	00015341 GPAA	Dell E190sf	R
441	00010242 GPAA	Dell E190sf	R
442	00010538 GPAA	Dell E1909Wf	R
443	00010447 GPAA	Dell E190sf	R
444	00010533 GPAA	Dell E1909Wf	R
445	00000441 GPAA	Dell E190sF	R
446	00001043 GPAA	Dell E190SF	R
447	00004916 GPAA	Dell E190sf	R
448	00009381 GPAA	Dell E190sf	R
449	00006285 GPAA	Dell E1905f	R
450	00004576 GPAA	Dell E190sf	R
451	00010501 GPAA	Dell E1909Wf	R
452	00016280 GPAA	Dell Optiplex 780	R
453	00001429 GPAA	Dell E190sf	R
454	00004393 GPAA	Dell 1908fpc	R
455	00010291 GPAA	Dell E196fpf	R
456	00013781 GPAA	Dell E196fpf	R
457	00015343 GPAA	Dell E196FPF	R
458	00016399 GPAA	Dell E196PFPF	R
459	00010391 GPAA	Dell E196fpf	R
460	00006240 GPAA	dell	R
461	00009935 GPAA	Dell 1907FPc	R

462	00001902 GPAA	Dell 1905fp	R
463	00010529 GPAA	Dell 1907FPc	R
464	00010535 GPAA	Dell E196FPf	R
465	00001279 GPAA	Dell	R
466	00015000 GPAA	Dell Optiplex GX620	R
467	00013765 GPAA	Dell 1907fpc	R
468	00013633 GPAA	Dell 1907fpc	R
469	00006124 GPAA	Dell 1908fpc	R
470	00008848 GPAA	Dell 1907fpc	R
471	00001584 GPAA	HP L1908w	R
472	00016329 GPAA	HP l1908w	R
473	00005088 GPAA	HP L1908w	R
474	00015346 GPAA	HP LP2065	R
475	00010390 GPAA	HP L1908w	R
476	00010440 GPAA	HP l1908w	R
477	00015348 GPAA	HP LP2065	R
478	00015344 GPAA	HP LP2065	R
479	00010438 GPAA	HP LP2065	R
480	00015347 GPAA	HP LP2065	R
481	00010237 GPAA	HP L1908w	R
482	00006540 GPAA	HP L1908w	R
483	00001169 GPAA	HP l1908w	R
484	00000640 GPAA	HP L1908w	R
485	00003401 GPAA	HP L1908w	R
486	00005498 GPAA	HP L1908w	R
487	00005431 GPAA	HP L1908w	R
488	00010788 GPAA	HP l1908w	R
489	00002852 GPAA	HP L1908w	R
490	00010248 GPAA	HP L1908w	R
491	00001228 GPAA	HP L1908w	R
492	00005093 GPAA	HP L1908w	R
493	00005514 GPAA	HP L1908w	R
494	00005085 GPAA	HP L1908w	R
495	00014095 GPAA	HP l1908w	R
496	00014839 GPAA	Dell 1907fpc	R
497	00013057 GPAA	Dell Optiplex 755	R
498	00018026 GPAA	Dell Optiplex 755	R
499	00008207 GPAA	Dell 1907fpc	R
500	00003906 GPAA	Dell 1908fpc	R
501	00005254 GPAA	Dell 1908fpc	R
502	00007445 GPAA	Dell 1908FPC	R
503	00010303 GPAA	Dell 1908FPc	R
504	00014985 GPAA	Dell 1908fpc	R
505	00000814 GPAA	Dell 1908fpc	R
506	00011620 GPAA	DELL 1908FPC	R
507	00011762 GPAA	Dell 1908FPc	R
508	00015342 GPAA	Dell 1908FPc	R
509	00007766 GPAA	Dell 1908fpc	R

510	00009927 GPAA	Dell 1908FPc	R
511	00000778 GPAA	Dell 1908fpc	R
512	00003650 GPAA	Dell	R
513	00005723 GPAA	Dell 1908FP	R
514	00010505 GPAA	Dell 1908fpc	R
515	00007422 GPAA	Dell 1908FPC	R
516	00001879 GPAA	Dell 1907FPc	R
517	00002611 GPAA	Dell 1908fpc	R
518	00010413 GPAA	Dell 1908fpc	R
519	00008904 GPAA	Dell 1908fpc	R
520	00008914 GPAA	Dell	R
521	00003611 GPAA	Dell E196FPF	R
522	00002837 GPAA	Dell E190sf	R
523	00004582 GPAA	Dell E190sf	R
524	00010402 GPAA	HP I1908w	R
525	00016849 GPAA	Dell E190SF	R
526	00008856 GPAA	Dell E190sf	R
527	00010822 GPAA	Dell	R
528	00005077 GPAA	Philips 190P5	R
529	00008584 GPAA	Dell	R
530	00010833 GPAA	Philips 190P5ES	R
531	00013735 GPAA	Philips 104E	R
532	00013652 GPAA	Dell 1907fpc	R
533	00011470 GPAA	Dell 1908FPC	R
534	00011693 GPAA	Dell 1907fpc	R
535	00017846 GPAA	Dell 1907fpc	R
536	00011449 GPAA	Dell 1908FPC	R
537	00011458 GPAA	Dell 1908FPC	R
538	00011655 GPAA	Dell 1908FPC	R
539	00011415 GPAA	Dell 1908FPC	R
540	00011550 GPAA	Dell 1908FPC	R
541	00007398 GPAA	Dell E196FPF	R
542	00011686 GPAA	Dell 1908FPC	R
543	00008815 GPAA	Dell 1905FP	R
544	00013683 GPAA	Dell 1907fpc	R
545	00004447 GPAA	Dell 1905fpf	R
546	00000120 GPAA	Philips 190P	R
547	00011650 GPAA	Dell 1908FPC	R
548	00010302 GPAA	Dell 1905FP	R
549	00000030 GPAA	Dell E196Fpf	R
550	00013472 GPAA	Dell optiplex gx280	R
551	00014953 GPAA	Dell Optiplex 170l	R
552	00004708 GPAA	Dell 1908fpc	R
553	00009337 GPAA	Dell	R
554	00010526 GPAA	Dell 1908FPc	R
555	00004571 GPAA	Dell 1901c	R
556	00010730 GPAA	Dell 1908FPc	R
557	00010534 GPAA	Dell E1909Wf	R

558	00010531 GPAA	Dell E1909Wf	R
559	00010727 GPAA	Dell E1909Wf	R
560	00009203 GPAA	Dell E190sf	R
561	00003440 GPAA	Dell E190sF	R
562	00015399 GPAA	Dell E190sf	R
563	00010532 GPAA	Dell E190sf	R
564	00010530 GPAA	DELL	R
565	00012580 GPAA	HP v185es	R
566	00012537 GPAA	Samsung s20b300	R
567	00012525 GPAA	Samsung s20b300	R
568	00011233 GPAA	Sumsung s20b300	R
569	00011224 GPAA	SAMSUNG SYNC MASTER S20B 300	R
570	00011236 GPAA	Samsung s20b300	R
571	00011249 GPAA	Samsung s20b300	R
572	00011250 GPAA	SAMSUNG SYNC MASTER S20B 300	R
573	00011254 GPAA	SAMSUNG SYNC MASTER S20B 300	R
574	00011256 GPAA	Samsung s20b300	R
575	00011258 GPAA	Samsung s20b300	R
576	00012562 GPAA	Sumsung s20b300	R
577	00011271 GPAA	Sumsung s20b300	R
578	00012579 GPAA	Samsung s20b300	R
579	00012551 GPAA	Samsung s20b300	R
580	00012958 GPAA	HP v185es	R
581	00012962 GPAA	HP v185es	R
582	00012955 GPAA	HP v185es	R
583	00012988 GPAA	HP v185es	R
584	00013000 GPAA	HP v185es	R
585	00016018 GPAA	Dell E1913c	R
586	00017732 GPAA	HP w2072a	R
587	00017452 GPAA	Dell E2014hf	R
588	00008792 GPAA	Dell1907FPC	R
589	00008846 GPAA	PhilipsBRILLIANCE 190P	R
590	00005070 GPAA	PhilipsBRILLIANCE 190P	R
591	00003174 GPAA	DellE196fpf	R
592	00015024 GPAA	Dell1907fpc	R
593	00014852 GPAA	Dell1907fpc	R
594	00014870 GPAA	Dell1907fpc	R
595	00014999 GPAA	Dell1907fpc	R
596	00014871 GPAA	DellE196fpf	R
597	00013798 GPAA	Dell1907fpc	R
598	00014872 GPAA	Dell1907fpc	R
599	00015018 GPAA	Dell1907fpc	R
600	00013251 GPAA	Dell1907fpc	R
601	00014860 GPAA	Dell1907fpc	R
602	00014951 GPAA	Dell1907fpc	R



603	00013642 GPAA	Dell1907fpc	R
604	00015029 GPAA	HPL1908w	R
605	00001483 GPAA	Dell1907fpc	R
606	00004838 GPAA	HPL1908w	R
607	00005001 GPAA	DellE196fpf	R
608	00001662 GPAA	Dell1908Fpc	R
609	00002431 GPAA	DellE1909wf	R
610	00007338 GPAA	Philips190P5ES	R
611	00002539 GPAA	DellE1909wf	R
612	00012668 GPAA	DellE1909WF	R
613	00007471 GPAA	Dell1908FPC	R
614	00003138 GPAA	TelefunkenMR702	R
615	00009844 GPAA	Philips28MK 2490/3R	R
616	00009582 GPAA	DellE1909wf	R
617	00016599 GPAA	DellE196FPF	R
618	00014933 GPAA	Dell1907fpc	R
619	00014845 GPAA	Dell1907fpc	R
620	00009332 GPAA	DellOptiplex 760	R
621	00013001 GPAA	DellE1909Wf	R
622	00013146 GPAA	DellE1909Wf	R
623	00013160 GPAA	DellE1909Wf	R
624	00012843 GPAA	DellE1909Wf	R
625	00013271 GPAA	DellE190Sf	R
626	00013449 GPAA	DellE1909Wf	R
627	00013067 GPAA	DellE1909Wf	R
628	00013143 GPAA	DellE1909Wf	R
629	00013091 GPAA	DellE1909Wf	R
630	00013074 GPAA	DellE1909Wf	R
631	00013330 GPAA	DellE190sf	R
632	00013688 GPAA	dELL	R
633	00013257 GPAA	HP L1908w	R
634	00001212	DELL1908FPC	R
635	00024827	DELL1908FPC	R
636	00013673 GPAA	Dell1907fpc	R
637	00013732 GPAA	Dell1907fpc	R
638	00013632 GPAA	Philips104B	R
639	00013636 GPAA	Philips104E	R
640	00013634 GPAA	Philips104b	R
641	00013635 GPAA	LiteOn	R
642	00001212 GPAA	DELL1908FPC	R
643	00014912 GPAA	Dell1908fpc	R
644	00004700 GPAA	DellE190sf	R
645	00009279 GPAA	Dell1908fpc	R
646	00003995 GPAA	DellE1909wf	R
647	NA	A OpenVM7VRDA-S18	R
648	NA	DellE1909wf	R
649	NA	IBM460	R
650	NA	SamsungSyncMaster 795df	R

651	NA	DELL1908FPC	R
652	NA	DELL1908FPC	R
653	NA	DELL1908FPC	R
654	NA	DELL1908FPC	R
655	NA	DELL1908FPC	R
656	NA	DELL1908FPC	R
657	NA	Dell1907fpc	R
658	NA	Dell1907fpc	R
659	00008452 GPAA	REDITRON SECREEN	R
660	00013630 GPAA	focus hand held scanner	R
661	00003860 GPAA	HP lj 2840	R
662	00007998 GPAA	HP lj 4050n	R
663	00001107 GPAA	HP LJ P4015n	R
664	00008147 GPAA	HP lj 4015n	R
665	00004436 GPAA	HP lj P4015n	R
666	00002012 GPAA	HP LJ P4015n	R
667	00013043 GPAA	Brother Fax 8360P	R
668	00007768 GPAA	HP LJ CM230nf MFP	R
669	00012364 GPAA	HP color lj cm2320 nf mfp	R
670	00000544 GPAA	HP LJ CM2320nf MFP	R
671	00004051 GPAA	HP color jet cm2320nf mfp	R
672	00003942 GPAA	HP LJ CM230nf MFP	R
673	00003126 GPAA	KYOCERA	R
674	00000331 GPAA	HP LJ P4015n	R
675	00003208 GPAA	HP LJ P4015n	R
676	00008446 GPAA	HP LJ P4015tn	R
677	00004768 GPAA	HP lj 450	R
678	00003482 GPAA	HP LJ 4350	R
679	00005712 GPAA	HP LJ HEWELETT 4200	R
680	00008852 GPAA	HP LJ 4350	R
681	00003552 GPAA	HP lj 4050	R
682	00002650 GPAA	HP color lj 2600n	R
683	00001790 GPAA	HP lj 4350n	R
684	00002685 GPAA	HP color lj 2840	R
685	00008701 GPAA	HP lj 4350	R
686	00001998 GPAA	HP lj 4350n	R
687	00008544 GPAA	HP color lj 2600n	R
688	00002528 GPAA	HP LJ 4350	R
689	00000086 GPAA	HP LJ 4350n	R
690	00002947 GPAA	HP lj color 2600n	R
691	00005060 GPAA	HP LJ HEWELETT 4050	R
692	00005491 GPAA	HP lj 4350n	R
693	00000110 GPAA	HP lj 4350	R
694	00004672 GPAA	HP lj 4350n	R
695	00007587 GPAA	HP LJ M2727nf	R
696	00007551 GPAA	HP LJ M2727nf	R
697	00004203 GPAA	hp Deskjet 1220C	R
698	00008016 GPAA	HP LJ M2727nf	R

699	00003020 GPAA	hp Laser Jet M272nf	R
700	00009691 GPAA	KYOCERA fs-c5100dn	R
701	00008788 GPAA	KYOCERA fs c5100dn	R
702	00008800 GPAA	HP LJ P4015n	R
703	00008070 GPAA	KYOCERA fs c5100dn	R
704	00007323 GPAA	KYOCERA fs-c5100dn	R
705	00007510 GPAA	KYOCERA fs-c5100dn	R
706	00007193 GPAA	KYOCERA fs-c5100dn	R
707	00007611 GPAA	KYOCERA FSC1020MFP	R
708	00010146 GPAA	KYOCERA FSC1020MFP	R
709	00001885 GPAA	HP lj 4200	R
710	00001218 GPAA	HP LJ HEWELETT 4050	R
711	00007414 GPAA	HP lj 4050	R
712	00005499 GPAA	HP Laser Jet 4050	R
713	00006596 GPAA	HP Deskjet970Cxi	R
714	00000027 GPAA	HP lj 4050	R
715	00001331 GPAA	HP	R
716	00008807 GPAA	HP LJ HEWELETT 4000	R
717	00000842 GPAA	HP lj 4000	R
718	00007371 GPAA	HP LJ HEWELETT 4000	R
719	00001147 GPAA	HP lj 4050	R
720	00001931 GPAA	HP lj 4000	R
721	00003740 GPAA	HP lj 4050	R
722	00004016 GPAA	HP color jet cp1215	R
723	00004504 GPAA	HP lj 4100n	R
724	00007405 GPAA	HP lj 4050	R
725	00001872 GPAA	HP lj 4000	R
726	00009889 GPAA	HP LJ HEWLETT 4000	R
727	00007339 GPAA	HP lj 4000	R
728	00001391 GPAA	HP LJ HEWELETT 4000	R
729	00015144 GPAA	HP lj 4050	R
730	00005746 GPAA	HP deskjet 120c	R
731	00010895 GPAA	HP HEWLETT DESKJET 895Cxi	R
732	00009720 GPAA	HP lj 4050	R
733	00005906 GPAA	HP deskjet 120c	R
734	00009386 GPAA	HP lj 4200	R
735	00001529 GPAA	HP LJ HEWELETT 4200	R
736	00009591 GPAA	HP lj 4200	R
737	00007196 GPAA	HP lj 4050	R
738	00014464 GPAA	HP LJ 600 M602	R
739	00015440 GPAA	HP LJ 600 M602	R
740	00015439 GPAA	HP LJ 600 M602	R
741	00020358 GPAA	HP lj 4350	R
742	00010608 GPAA	HP LJ HEWELETT 4000	R
743	00010773 GPAA	CanonPixma IP4200	R
744	00020603 GPAA	HPLJ CM230nf MFP	R
745	00002392 GPAA	HPcolor lj 2840	R
746	00001694 GPAA	KYOCERAFS C1020MFP	R

747	00020430	BROTHERFAX8360P	R
748	00014876 GPAA	HPLJ HEWELETT 4000	R
749	00016594 GPAA	KYOCERAFs-c5100dn	R
750	00001653	HPlj 2600	R
751	00013312 GPAA	hpLaser Jet M272nf	R
752	NA	CanonIR2020I	R
753	NA	HPLJ 4350n	R
754	00014880 GPAA	Panasonic Panafax UF-305	R
755	00007455 GPAA	kodak i610	R
756	00004394 GPAA	kodak i260	R
757	00010641 GPAA	kodak i2602	R
758	00004463 GPAA	Kodak i610	R
759	00001964 GPAA	kodak i2602	R
760	00010568 GPAA	kodak i610	R
761	00004462 GPAA	Kodak i610	R
762	00013327 GPAA	kodaki610	R
763	122900 GPAA	kodaki610	R
764	00013237 GPAA	kodaki160	R
765	00010815 GPAA	HP ProLiant ML370	R
766	00010825 GPAA	Compaq ProLiant ML350	R
767	00007557 GPAA	HPNiceCLS-Digital voice recorders	R
768	NA	HPNiceLog-Digital voice recorders	R
769	NA	HP8003MG254N	R
770	NA	CompaqProLiant ML330	R
771	NA	SLR Auto LoaderTandberg	R
<b>Grand Total</b>			<b>R</b>

Required by: GPAA /CEO  
At: 34 Hamilton str  
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:** Please note that the above indicated list is not exhaustive for the contract scope and will only be applicable for evaluation and comparison purposes. 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 state<sup>1</sup>, 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, shareholder<sup>2</sup>): .....

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.

<sup>1</sup>"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.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 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: .....

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**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 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 **YES/NO**

any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

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/not exceed R1 000 000 (all applicable taxes included) and therefore the.....90/10.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
<b>1.3.1.1 PRICE</b>	<b>80</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

### 2. DEFINITIONS

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

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



- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“Functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“Non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“Person”** includes a juristic person;
- 2.14 **“Rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

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

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

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

Where

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = 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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6

7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

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

**8 SUB-CONTRACTING**

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

8.1.1 If yes, indicate:

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

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

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

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

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm : .....

9.2 VAT registration number : .....

9.3 Company registration number : .....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

.....  
SIGNATURE(S) OF BIDDER(S)

2. ....

DATE:.....

ADDRESS:.....

**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)? <b>To access this Register enter the National Treasury's website: <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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.</b>	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 bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**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](http://www.employee.gov.za).

## **4. STANDARDS**

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

## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION**

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. PATENT RIGHTS**

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

## **7. PERFORMANCE**

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance **security** of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - 7.3.1. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. INSPECTIONS, TESTS AND 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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. PACKING**

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

## **10. DELIVERY OF DOCUMENTS**

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

## **11. INSURANCE**

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

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

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



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

#### **14. SPARE PARTS**

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- a. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - b. in the event of termination of production of the spare parts:
    - i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - ii. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. WARRANTY**

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.6. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### **16. PAYMENT**

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

## **17. PRICES**

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. CONTRACT AMENDMENTS**

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

## **19. ASSIGNMENT**

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

## **20. SUBCONTRACTS**

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

## **21. DELAYS IN THE SUPPLIERS PERFORMANCE**

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, 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.