



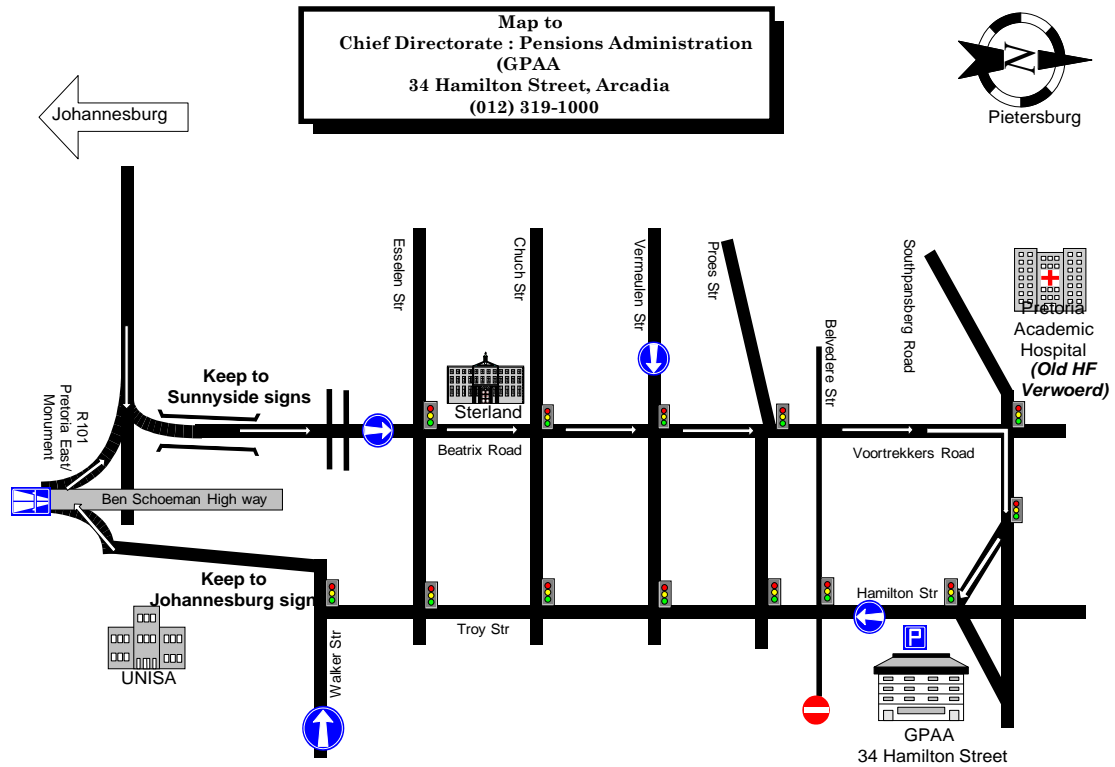
the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

Government Pensions Administration Agency (GPAA)

**Request for Proposals for the supply, transportation,
rigging, installation, testing, commissioning and
maintenance of diesel generators and UPS at the
following GEPF Offices:**

• Kingsley Centre	• Bloemfontein
• Durban	• Phuthaditjhaba
• Pietermaritzburg	• Mafikeng
• Port Elizabeth	• Polokwane
• Kimberley	



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

34 HAMILTON STR
ARCADIA
PRETORIA

**SPECIFICATION FOR THE SUPPLY, TRANSPORTATION, RIGGING,
INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF
EMERGENCY DIESEL GENERATORS AND UPS AT GEPF OFFICES**

TABLE OF CONTENTS

	PAGES
Notice to Tenderers	
Section 1 – General	5 – 8
Section 2 – Equipment Requirements	10 – 11
Section 3 – Technical Specification	13 – 17
Section 4 – Evaluation Criteria	18
Section 5 – SBD Forms	19 – 49

**SPECIFICATION FOR THE SUPPLY, TRANSPORTATION, RIGGING,
INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF
EMERGENCY DIESEL GENERATORS AND UPS AT GEPF OFFICES**

SECTION 1 – GENERAL

TABLE OF CONTENTS

<u>Clause</u>	<u>Page</u>
1. Intent of specification.....	5
2. Standards and codes.....	5
3. Regulations.....	5
4. Scope of work.....	5
5. Co-ordination.....	5
6. Test certificates and inspections.....	5
7. Guarantee and maintenance.....	6
8. Materials and workmanship.....	7
9. Imported content.....	7
10. Brochures.....	8
11. Submittals.....	8

SECTION 1 – GENERAL

1. **Intent of Specification**

The specification is intended to cover the complete installation of the generators and the Uninterrupted Power Supply (UPS). The minimum equipment requirements are outlined, but do not cover all the details of design and construction. Such details are recognised as being the exclusive responsibility of the contractor.

2. **Standards and Codes**

All work and equipment shall be in accordance with the requirements of BS5514 and shall comply with the Occupational Health and Safety Act, No 85 of 1993 and current regulations of all other codes applicable to this work.

All equipment shall be Y2K compliant.

3. **Regulations**

The installation shall be erected and tested in accordance with the following Acts and regulations:

- a) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises";
- b) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended;
- c) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended, the municipal by-laws and any special requirements of the local supply authority;
- d) The Fire Brigade services Act 1993 Act 99 of 1987 as amended;
- e) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended;
- f) The Post Office Act 1958 (Act 44 of 1958) as amended;
- g) The Electricity Act 1984 (Act 41 of 1984) as amended; and
- h) The Regulations of the local Gas Board where applicable.

4. **Scope of Work**

The supply, transportation, rigging, installation, testing and commissioning and maintenance of emergency diesel generators and Uninterrupted Power Supply (UPS) as specified in this document.

This will include for construction of all foundations, plinths, openings, rebates, etc., required by the Contractor for the installation of the plant and equipment.

5. **Co-ordination**

Delays due to lack of co-ordination between the contractors shall not form a basis for claims be the Contractor of this Contract.

6. **Test Certificates and Inspections**

The following tests are to be carried out:

- (a) After completion of the works and before first delivery is taken, a full test will be carried out on the installation for a period of sufficient duration to determine whether

or not the work is satisfactory. During this period the installation will be inspected and the contractor will be obliged to rectify, to the satisfaction of the Representative/Agent, any defects which may arise.

- (b) The contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installation at completion.
- (c) Test reports as specified under (a) are to be submitted to the Department.

7. Guarantee and Maintenance

The equipment shall be installed with a twelfth months after the manufacturer's warranty.

If, during this period, the equipment is not in working order, or not working satisfactorily owing to faulty material, design or workmanship, the contractor will be notified and immediate steps shall be taken by him to rectify the defects and/or replace the affected parts on site at his own expense.

The contractor shall maintain the equipment in good working condition for the full twenty-four month period to the final delivery of the installation. However, should the contractor fail to hand over the plant in good working order on the expiry of the specified twelfth months, the contractor shall be responsible for further monthly maintenance until final delivery is taken.

During this period the contractor will undertake to arrange that the equipment be inspected at least once per month and shall: -

- (a) Report to the officer in charge of keeping the maintenance records, and enter the following into a log book:
 - the date of the visit,
 - the tests carried out,
 - the adjustments made, and
 - any further details that may be required.
- (b) Grease and oil moving parts, where necessary.
- (c) Check the air filter and, when necessary, clean the filter and replace filter oil.
- (d) Check the lubricating oil and top-up when necessary.
- (e) After the equipment has run one oil change for the number of hours stipulated by the manufacturers, drain the sump and refill with fresh lubricating oil. The reading of the hour meter on the switchboard will be taken to establish the number of hours run by the plant.

Under this heading only the cost of the actual oil used, shall be charged as an extra on the monthly account.
- (f) Clean the lubricating oil filter and/or replace the filter element at intervals recommended by the engine manufacturer, the cost of a new filter element to be charged as an extra on the monthly account.
- (g) Check and when necessary adjust the valve settings and the fuel injection equipment.
- (h) Check the battery and top-up the electrolyte when necessary.
- (i) Test-run the equipment for 0,5 hour on a monthly basis and check the automatic starting with simulated faults on the mains, the proper working of all parts, including

the electrical gear the protective devices with fault indicators, the changeover equipment and the battery charger. Then make the necessary adjustments.

- (j) Report to the officer in charge and the Department on any parts that become unserviceable through fair wear and tear, or are damaged by causes beyond the control of the contractor.

The contractor shall immediately submit a detailed quotation for the repair or replacement of such parts to the Department.

- (k) Advise the Department when it has become necessary to de-carbonise the engine and submit a quotation for this service.
- (l) Top-up the water of the radiator, if applicable.
- (m) Clean the equipment and its components.

8. Materials and Workmanship

- (a) The work throughout shall be executed to the highest standards and to the entire satisfaction of the officer in charge, who shall interpret the meaning of the contract document and shall have the authority to reject any work and materials, which, in his judgement, are not in full accordance therewith. All condemned material and workmanship shall be replaced or rectified as directed and approved by the officer in charge.
- (b) All work shall be executed in a first-class manner by a qualified tradesman.
- (c) The contractor shall warrant that the materials and workmanship shall be of the highest grade; that the equipment shall be installed in a practical and first-class manner in accordance with the best practices; and that everything is ready and complete for full operation. It is specifically intended that all material or labour which is usually provided as part of such equipment as is called for and which is necessary for its proper completion and operation shall be provided without additional cost whether or not shown or described in the contract document.
- (d) All components and their respective adjustment, which do not form part of the equipment installation work but influence the optimum and safe operation of the equipment shall be considered to form part of the work, and shall be included in the contractor's scope of works.
- (e) All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.
- (f) The contractor shall make sure that all safety regulations and measures are applied and enforced during the installation and guarantee periods to ensure the safety of the public and the user client.
- (g) The contractor is to include for all scaffolding required to complete the work required.

9. Imported Content

This equipment will not be subject to fluctuations in the rate of exchange.

However, should the contractor choose to be protected against fluctuations in the rate of exchange on imported equipment, the following conditions will apply:

- a) The Materials Offered Ex-Import (Annexure A), which forms part of this tender document, must be completed by the contractor.

- b) Any fluctuations in the rate of exchange will be for the account of the Government and shall be calculated from a date seven (7) days prior to the date of the contractor's tender to a date seven (7) days after receipt by the contractor's bank of the negotiable bill of lading or the exporter's invoice, provided this latter date is not later than 30 days after the date of payment. Thereafter, fluctuations in the rate of exchange shall not be for the account of the Government.

10. Brochures

Detailed brochures of all equipment offered shall be presented together with the tender documents.

11. Submittals

The following information must accompany the tender documents

- (a) The design of the control system to comply with the requirements for automatic starting, stopping, interlocking and isolation as specified.
- (b) Curves furnished by the engine makers, showing the output of the engine offered against the speed, for both intermittent and continuous operation as well as fuel consumption curves when the engine is used for electric generation

The successful Tenderer must, as soon as possible after receipt of the order, submit detailed drawings and wiring diagrams of the equipment and the switchgear.

SECTION 2 – EQUIPMENT REQUIREMENTS

TABLE OF CONTENTS

<u>Clause</u>	<u>Page</u>
1. Engine.....	10
1.1 General.....	10
1.2 Rating.....	10
1.3 De-rating.....	10
1.4 Starting and Stopping.....	10
1.5 Starter Battery.....	10
1.6 Automatic Change-over System.....	10
1.7 Bypass Switch and Main Isolator.....	11
1.8 Start Delay.....	11
1.9 Stop Delay.....	11
2. Installation.....	11
3. Warning Notices.....	11

SECTION 2 – EQUIPMENT REQUIREMENTS

1. Engine

1.1 General

The engine must comply with the requirements as laid down in BS 5514 and must be of the atomised injection, compression ignition type, running at a speed not exceeding 1500 r.p.m, 400/230V, 3phase, 50HZ, prime output rating 15kVA, and 0.8 PF at an altitude of 2200m ASL and 30°C.

The engine must be amply rated for the required electrical output of the set, when running under the site conditions. The starting period for either manual or automatic switching-on until the taking over by the generating set, in one step, of a load equal to the specified site electrical output, shall not exceed 15 seconds. This must be guaranteed by the Tenderer.

1.2 Rating

The set shall be capable of delivering the specified output continuously under the site conditions, without overheating. The engine shall be capable of delivering an output of 50 % of the specified output for one hour in any period of 8 hours consecutive running in accordance with BS 5514.

1.3 De-Rating

The engine must be de-rated for the site conditions as set in the Technical Specification, Section 3 of this document.

The de-rating of the engine for site conditions shall be strictly in accordance with BS 5514 of 1977 as amended to date. Any other methods of de-rating must have the approval of the Department and must be motivated in detail. Such de-rating must be guaranteed in writing and proved by the successful Tenderer at the site test.

1.4 Starting and Stopping

The engine shall be fitted with an electric starter motor and be easily started from cold, without the use of any special ignition devices under summer as well as winter conditions.

Tenderers must state what arrangements are provided to ensure easy starting in cold weather. Full details of this equipment must be submitted. In the case of water cooled engines, any electrical heaters shall be thermostatically controlled. The electrical circuit for such heaters shall be taken from the control panel, and must be protected by a suitable circuit breaker.

1.5 Starter Battery

The set must be supplied a fully charged lead-acid type battery, complete with necessary electrolyte. The battery must have sufficient capacity to provide the starting torque stipulated by the engine makers. The battery capacity shall not be less than 80 Ah and shall be capable of providing three consecutive start attempts from cold and thereafter a fourth attempt under manual control of not less than 20 seconds duration each. The battery must be of the heavy duty "low maintenance" type, housed in a suitable battery box.

1.6 Automatic Change-over System

A fully automatic change-over system must be provided to isolate the mains supply and connect the standby set to the outgoing feeder in case of a mains failure and reverse this procedure on return of the mains.

1.7 By-pass Switch and Main Isolator

The switchboard shall be equipped with an on-load isolator to isolate the mains and a manually operated on-load by-pass switch, which shall either connect the incoming mains to the automatic control gear or directly to the outgoing feeder. In the latter position the automatic control gear, including the main contractors, shall be isolated for maintenance purposes. It shall not be possible to start the engine except with the selector switch in the "TEST" position.

It is required that this by-pass switch and mains isolator be mounted away from the automatic control gear, in a separate compartment either on the side or in the lower portion of the switchboard cubicle, and that the switches operated from the front of the compartment.

1.8 Start Delay

Starting shall be automatic in the event of a mains failure. A 0-15 second adjustable start delay timer shall be provided to prevent start-up on power trips or very short interruptions.

1.9 Stop Delay

A stop delay with a timer is required for the set, to keep the set on load for an adjustable period of one to sixty seconds after the return of the mains supply, before changing back to the supply. An additional timer shall keep the set running for a further adjustable cooling period of 5 to 10 minutes at no-load before stopping.

2. Installation

Except for the supply of the incoming mains cable and outgoing feeder cables, the tenderer must include for the complete installation and wiring of the plant in running order, including the connection of the incoming cable and outgoing feeder cables.

The connecting of the cable and control cabling to the generator and the control terminals in the LV board remains the responsibility of the tenderer.

3. Warning Notices

Notices must be installed in the generator rooms.

The contents of these notices are summarised below.

- (a) Unauthorised entry prohibited.
- (b) Unauthorised handling of equipment prohibited.
- (c) Procedure in case of electric shock.
- (d) Procedure in case of fire.

The successful tenderer must consult the Occupational Health and Safety Act 83 of 1993 and get approval of the wording from the Department's representative, prior to ordering the notices.

Lettering must be black on a yellow background.

Notices (a) must be installed outside next to the entrance of the generator room and (b-d) inside the generator room.

In the generator room, a clearly legible and indelible warning notice must be mounted in a visible position.

The motive shall be made of a non-corrodible and non-deteriorating material, preferable plastic, and must read as follows:

DANGER: This engine will start without notice. Turn selector switch on control board to "OFF" before working on the generator.

SECTION 3 – TECHNICAL SPECIFICATION

TABLE OF CONTENTS

<u>Clause</u>	<u>Page</u>
1. General.....	13
2. Objective.....	13
3. Scope of Work.....	13
4. Detailed Requirements.....	13
5. Cabling.....	13
6. Detailed Specification.....	14
7. Output and Voltage.....	15
8. Tender Briefing Session.....	15
9. Invitation to RFP.....	16
10. Incurring of Costs.....	16
11. Communication during the RFP Process.....	16
12. Submission Requirements.....	17
13. Site Information.....	17
14. Completion Time.....	17

SECTION 3 – TECHNICAL SPECIFICATION

1. General

The GPAA seeks to appoint a sufficiently experienced service provider for the supply, transportation, rigging, installation, testing and commissioning, and maintenance of diesel generators and UPS at the following GEPF Offices: **Kingsley Centre (PTA), Durban, Pietermaritzburg, Port Elizabeth, Kimberley, Bloemfontein, Phuthaditjhaba, Mafikeng and Polokwane.**

2. Objective

To provide an added level of insurance to business operations by ensuring uninterrupted power supply in the event of a power outage.

3. Scope of Work

- The service provider must supply, install and commission the Emergency Power Supply system to feed the UPS system.
- The service provider must install shelter with a lockable entrance gate to secure the generator set against theft.
- The contractor must ensure that a maintenance schedule is in place and shall carry out the full maintenance of the system. A copy of the maintenance schedule shall be provided to the GEPF office.
- All work and equipment shall be in accordance with the approved SABS Standards and shall comply with the Occupational Health and Safety Act, No 85 of 1993 and current regulations of all other codes applicable to this work.
- It is the contractor's responsibility to ensure that all circuits are designed to carry the load. The contractor must ensure that the phases are properly balanced.
- Circuit breakers, isolators and wiring to be correctly sized for each unit as per SANS 10142 wiring regulations.
- The contractor shall ensure that fuel is provided for testing and commissioning.
- The contractor is responsible to provide cable routes and cabling from main DB to the Generator set.
- PVC Conduit should be terminated in wall or extension boxes by means of adaptors.
- Earth continuity shall be maintained throughout the complete installation.

This installation must comply fully with all the sections and drawings of this document. This technical specification is supplementary to the Equipment Requirements, Section 2, and must be read together where they are at variance the Technical Specification shall apply.

4. Detailed Requirements




The bidding service provider must be registered in terms of the Electrical Contractors Association (ECA), as proof thereof; a copy of registration must be attached with the BID.

5. Cabling

The contractor will be responsible for all electrical cable connections associated with the complete generating set installation.

The Contractor shall ensure adequate provision of approximately 50m, subject to full measurement on site. Also note that the amount quoted for this item is to be used in part or in full at the discretion of the client (GPAA)

6. Detailed Specifications

ITEM	DESCRIPTION	QTY	PICTURE / DRAWING / NOTES
5.1	<p><u>Generators:</u> Ultra-Silent Generators</p> <ul style="list-style-type: none"> • Single-phase, • Rated Frequency 50 60Hz • Rated output 15 kva • Rated power 16.4 19.6kW • Automatic Mains Failure and Automatic Transfer Switching (AMF + ATS), • More Powerful Performance; • Hands-off Operation; • Safer Power for Sensitive Electronics; • Easier Service and Installation; • Meets Environmental Requirements; • Quieter Operation. 	9	 <p><i>*Please note that the attached picture is for illustration purposes only.</i></p>
5.2	<p><u>Uninterrupted Power Supply (UPS):</u></p> <ul style="list-style-type: none"> • Single phase, • Overload voltage protection • Output Voltage 220VAC • Capacity: 10KVA 	9	 <p><i>*Please note that the attached picture is for illustration purposes only.</i></p>
5.3	<u>Accessories:</u>		
5.3.1	<ul style="list-style-type: none"> • Caravan plug; 	9	

5.3.2	<ul style="list-style-type: none"> Armoured connection cables (in meters). To be determined by service provider. 		Please make provision of 50m, subject to full measurement on site. Also note that the amount quoted for this item is to be used in part or in full at the discretion of the client (GPAA)
5.3.3	<ul style="list-style-type: none"> Circuit breaker (service provider to advise); 		
5.3.5	<ul style="list-style-type: none"> Isolator (service provider to advise on the Amp rate); 	9	
5.3.5	<ul style="list-style-type: none"> Lockable shelter for generator storage; 	9	
5.3.6	<ul style="list-style-type: none"> Re-wiring of Distribution Board (DB). 		
5.4	Compliance:		
5.4.1	<ul style="list-style-type: none"> 12 months warranty 24 months maintenance 		
5.4.2	<ul style="list-style-type: none"> Certificate of Compliance (COC) after installation, testing and commissioning Installation circuit diagram 		
5.5	Site Assessment		
5.5.1	Site assessment to be conducted at the following offices:		
	<ul style="list-style-type: none"> Kingsley Centre (Gauteng) Durban Pietermaritzburg Port Elizabeth Kimberly 		<ul style="list-style-type: none"> Bloemfontein Phuthaditjhaba Mafikeng Polokwane
5.6	Transportation, rigging, and installation to the following * Offices:		
5.6.1	Kingsley Centre (Pretoria)	5.6.6	Bloemfontein
5.6.2	Durban	5.6.7	Phuthaditjhaba
5.6.3	Pietermaritzburg	5.6.8	Mafikeng
5.6.4	Port Elizabeth	5.6.9	Polokwane
5.6.5	Kimberley		
<i>*Delivery addresses will be communicated to the awarded bidder only.</i>			

7. Output And Voltage

After the de-rating factors for the engine and generator due to site conditions have been taken into account, the set must have a site output and voltage as follows: -

- Load voltage : 400/230 Volt
- Rating : 15 kVA
- Rated power factor : 16.4 - 19.6 kW
- Rated Frequency : 50Hz
- Fault Level : 5kA

The generator set is required to feed the following electrical load:

- Emergency Lighting
- Dedicated plugs
- Computers & radios
- Network Switch
- Cisco Routers

8. Tender Briefing Session

- A compulsory briefing session will be held at the GPAA Head Office at 34 Hamilton Street, Arcadia, Pretoria. Travel and accommodation costs will be on the service provider's account.

9. Invitation to RFP

- To be considered, each bidder must submit a completed set of the prescribed documents attached to this RFP, accompanied by its proposal, to the GPAA, not later than 11h00 on 04 May 2016.

No other distribution of proposals is to be made by the bidder. The proposal must include a statement of the period for which the proposal remains valid. The proposal must be valid for at least one hundred and twenty (120) days from the date of closure.

10. Incurring of costs:

- The GPAA will not be liable for any cost incurred by any vendor/bidder prior to signing of a binding contract by parties concerned.

11. Communication during the RFP process:

- Any communication with respect to this RFP should be directed to the people below:

Technical Enquiries	
Name:	Maphile Mokadi
E-mail:	maphile.mokadi@gpaa.gov.za

or

Administrative Enquiries	
Name:	William Ramoroka
E-mail:	william.ramoroka@gpaa.gov.za

- Any communication during the RFP process should be addressed by e-mail. Telephonic queries will not be attended to.
- All e-mail correspondence must contain the RFP number GPAA 14/2016 in the subject line. All queries will be consolidated and responded to in writing every Friday during the proposal response period, and will be distributed to all the respondents that completed

a non-disclosure agreement. No enquiries will be entertained one week prior to the closing of the RFP.

- Communication with any other personnel of the GPAA, with regard to this RFP is not permitted and will result in disqualification of the relevant RFP response.

12. Submission Requirements

- Responses to this RFP must be submitted between 07h30 and 16h00 (Monday to Friday, excluding public holidays); on the closing date submissions must be done before 11h00.
- Service providers must submit five (5) hardcopies of the technical response as well as five (5) hardcopies of the financial proposal.
- One hardcopy must be the original submission, clearly marked "Original" and the remaining hardcopies can be a copied versions of the original.
- It is the responsibility of the service provider to record their submission in the register which will be provided at the GPAA Head Office reception desk.

13. Site Information

2.1 Location

OFFICE NAME	PROVINCE	Floor	GENERATOR LOCATION	Number of PC's / plugs to be connected to the Generator	Number of lights to connected to the Generator
Kingsley Centre	Gauteng (Pretoria)	Ground	Ground	82	30
Durban	KZN	12 th	Ground	30	10
Pietermaritzburg	KZN	3 rd	Ground	35	18
Port Elizabeth	Eastern Cape	Ground	Ground	20	10
Kimberley	Northern Cape	Ground	Ground	30	12
Bloemfontein	Free State	Ground	Ground	20	10
Phuthaditjhaba	Free State	Ground	Ground	18	10
Mafikeng	North West	Ground	Ground	30	12
Polokwane	Limpopo	Ground	Ground	25	14
<i>*Delivery addresses will be communicated to the awarded bidder only</i>					

14. Completion Time

The contractor shall ensure that the all generators are commissioned within 4 months after the awarding of the tender.

SECTION 4 – EVALUATION CRITERIA

1. Evaluation Criteria

Item No.	Evaluation Criteria Item : 90/10 Principle	Weight															
A	Administrative compliance																
B	Price	90															
C	B-BBEE status	10															
	<i>With the individual points made up as follows:</i>																
A	Phase 1: Administrative compliance																
	<ol style="list-style-type: none"> 1. A letter of good standing from the Compensation Commissioner. 2. A letter of good standing from the Unemployment Insurance Fund. 3. The Service provider must meet the required CIDB grading - 4EB. 4. Public Liability cover of 5 million rand. 5. The SBD (SBD1, SBD3.1, SBD4, SBD6.1 SBD8 and SBD 9) 6. An original valid TAX Clearance Certificate. 																
B	Phase 2: Functionality																
	Relevant Skills and Experience and Industry Exposure:																
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;">1. Technical Approach</td> <td>The bidder must provide the GPAA with a detailed technical plan, which talks to his ability to demonstrate technical competency, clear planning, project management and quality controls, as well as a project rollout plan for the installation of generators and UPS.</td> <td style="text-align: center;">50</td> </tr> <tr> <td style="text-align: center;">2. Capability</td> <td>The bidder must provide a maintenance plan by demonstrating in detail the ability to service all the 9 sites.</td> <td style="text-align: center;">40</td> </tr> <tr> <td style="text-align: center;">3. Track record and previous experience</td> <td> The bidder's past experience in delivering projects of a similar nature and scale. <ul style="list-style-type: none"> • Proposal should include 3 contactable references of corporate or public sector organisations that have been serviced within the last 5 years with reference to similar service offerings. (To be substantiated clients reference letters showing the quality of work rendered). </td> <td style="text-align: center;">10</td> </tr> <tr> <td></td> <td>NB: Minimum 60% qualifications on functionality.</td> <td></td> </tr> <tr> <td></td> <td>Sub-total</td> <td style="text-align: center;">100</td> </tr> </table>	1. Technical Approach	The bidder must provide the GPAA with a detailed technical plan, which talks to his ability to demonstrate technical competency, clear planning, project management and quality controls, as well as a project rollout plan for the installation of generators and UPS.	50	2. Capability	The bidder must provide a maintenance plan by demonstrating in detail the ability to service all the 9 sites.	40	3. Track record and previous experience	The bidder's past experience in delivering projects of a similar nature and scale. <ul style="list-style-type: none"> • Proposal should include 3 contactable references of corporate or public sector organisations that have been serviced within the last 5 years with reference to similar service offerings. (To be substantiated clients reference letters showing the quality of work rendered). 	10		NB: Minimum 60% qualifications on functionality.			Sub-total	100	
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	NB: Minimum 60% qualifications on functionality.																
	Sub-total	100															

INVITATION TO BID

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

BID NUMBER: GPAA 14/2016

CLOSING DATE: 04 May 2016

CLOSING TIME: 11:00

DESCRIPTION: Supply, transportation, rigging, installation, testing, commissioning, and maintenance of diesel generators and UPS.

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

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

The CEO: Government Pensions Administration Agency
Bid Administration
34 HAMILTON STR
ARCADIA
PRETORIA, TSHWANE
0001

Bidders should ensure that bids are delivered 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 SO MAY RESULT IN THE BID BEING DISQUALIFIED) ALL STANDARD BIDDING DOCUMENT AS ATTACHED

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

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

CELLPHONE NUMBER

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

VAT REGISTRATION NUMBER.....

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

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

KINGSLEY CENTRE OFFICE - 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 14/2016
Closing Time and Date: 11:00 AM, 04 May 2016	

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

Office: Kingsley Centre		Cost		VAT	Total Cost (Inclusive of VAT & Profit)
Item no	Description	Quantity	Unit Price		
1	Generator Set	1	R	R	R
2	Uninterrupted Power Supply (UPS)	1	R	R	R
Accessories be provided					
Item no.	Description	Quantity	Unit Price	VAT	Total
1	Site Assessment	1	R	R	R
2	Caravan plug;	1	R	R	R
3	Armoured Connection cables (in meters). To be determined by service provider.	1	R	R	R
4	Circuit breaker (Service provider to advise on the Amp rates);	1	R	R	R
5	Isolator (Service provider to advise on the Amp rates);	1	R	R	R
6	Lockable shelter for generator storage;	1	R	R	R
7	Re-wiring of Distribution Board (DB).	1	R	R	R
8	Delivery, rigging, and installation.	1	R	R	R
Total (Carried forward to summary page)				R	R

Required by:

At:

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

DURBAN OFFICE - 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 14/2016
Closing Time and Date: 11:00 AM, 04 May 2016	

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

Office: Durban		Cost		VAT	Total Cost (Inclusive of VAT & Profit)
Item no	Description	Quantity	Unit Price		
1	Generator Set	1	R	R	R
2	Uninterrupted Power Supply (UPS)	1	R	R	R
Accessories be provided					
Item no.	Description	Quantity	Unit Price	VAT	Total
1	Site Assessment	1	R	R	R
2	Caravan plug;	1	R	R	R
3	Armoured Connection cables (in meters). To be determined by service provider.	1	R	R	R
4	Circuit breaker (Service provider to advise on the Amp rates);	1	R	R	R
5	Isolator (Service provider to advise on the Amp rates);	1	R	R	R
6	Lockable shelter for generator storage;	1	R	R	R
7	Re-wiring of Distribution Board (DB).	1	R	R	R
8	Delivery, rigging, and installation.	1	R	R	R
Total (Carried forward to summary page)				R	R

Required by:

At:

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

PIETERMARITZBURG OFFICE - 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 14/2016
Closing Time and Date: 11:00 AM, 04 May 2016	

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

Office: Pietermaritzburg		Cost		VAT	Total Cost (Inclusive of VAT & Profit)
Item no	Description	Quantity	Unit Price		
1	Generator Set	1	R	R	R
2	Uninterrupted Power Supply (UPS)	1	R	R	R
Accessories be provided					
Item no.	Description	Quantity	Unit Price	VAT	Total
1	Site Assessment	1	R	R	R
2	Caravan plug;	1	R	R	R
3	Armoured Connection cables (in meters). To be determined by service provider.	1	R	R	R
4	Circuit breaker (Service provider to advise on the Amp rates);	1	R	R	R
5	Isolator (Service provider to advise on the Amp rates);	1	R	R	R
6	Lockable shelter for generator storage;	1	R	R	R
7	Re-wiring of Distribution Board (DB).	1	R	R	R
8	Delivery, rigging, and installation.	1	R	R	R
Total (Carried forward to summary page)				R	R

Required by:

At:

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

PORT ELIZABETH OFFICE - 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 14/2016
Closing Time and Date: 11:00 AM, 04 May 2016	

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

Office: Port Elizabeth		Cost		VAT	Total Cost (Inclusive of VAT & Profit)
Item no	Description	Quantity	Unit Price		
1	Generator Set	1	R	R	R
2	Uninterrupted Power Supply (UPS)	1	R	R	R
Accessories be provided					
Item no.	Description	Quantity	Unit Price	VAT	Total
1	Site Assessment	1	R	R	R
2	Caravan plug;	1	R	R	R
3	Armoured Connection cables (in meters). To be determined by service provider.	1	R	R	R
4	Circuit breaker (Service provider to advise on the Amp rates);	1	R	R	R
5	Isolator (Service provider to advise on the Amp rates);	1	R	R	R
6	Lockable shelter for generator storage;	1	R	R	R
7	Re-wiring of Distribution Board (DB).	1	R	R	R
8	Delivery, rigging, and installation.	1	R	R	R
Total (Carried forward to summary page)				R	R

Required by:

At:

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

KIMBERLEY OFFICE - 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 14/2016
Closing Time and Date: 11:00 AM, 04 May 2016	

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

Office: Kimberley		Cost		VAT	Total Cost (Inclusive of VAT & Profit)
Item no	Description	Quantity	Unit Price		
1	Generator Set	1	R	R	R
2	Uninterrupted Power Supply (UPS)	1	R	R	R
Accessories be provided					
Item no.	Description	Quantity	Unit Price	VAT	Total
1	Site Assessment	1	R	R	R
2	Caravan plug;	1	R	R	R
3	Armoured Connection cables (in meters). To be determined by service provider.	1	R	R	R
4	Circuit breaker (Service provider to advise on the Amp rates);	1	R	R	R
5	Isolator (Service provider to advise on the Amp rates);	1	R	R	R
6	Lockable shelter for generator storage;	1	R	R	R
7	Re-wiring of Distribution Board (DB).	1	R	R	R
8	Delivery, rigging, and installation.	1	R	R	R
Total (Carried forward to summary page)				R	R

Required by:

At:

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

BLOEMFONTEIN OFFICE - 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 14/2016
Closing Time and Date: 11:00 AM, 04 May 2016	

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

Office: Bloemfontein		Cost		VAT	Total Cost (Inclusive of VAT & Profit)
Item no	Description	Quantity	Unit Price		
1	Generator Set	1	R	R	R
2	Uninterrupted Power Supply (UPS)	1	R	R	R
Accessories be provided					
Item no.	Description	Quantity	Unit Price	VAT	Total
1	Site Assessment	1	R	R	R
2	Caravan plug;	1	R	R	R
3	Armoured Connection cables (in meters). To be determined by service provider.	1	R	R	R
4	Circuit breaker (Service provider to advise on the Amp rates);	1	R	R	R
5	Isolator (Service provider to advise on the Amp rates);	1	R	R	R
6	Lockable shelter for generator storage;	1	R	R	R
7	Re-wiring of Distribution Board (DB).	1	R	R	R
8	Delivery, rigging, and installation.	1	R	R	R
Total (Carried forward to summary page)				R	R

Required by:

At:

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

PHUTHADITJHABA OFFICE - 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 14/2016
Closing Time and Date: 11:00 AM, 04 May 2016	

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

Office: Phuthaditjhaba		Cost		VAT	Total Cost (Inclusive of VAT & Profit)
Item no	Description	Quantity	Unit Price		
1	Generator Set	1	R	R	R
2	Uninterrupted Power Supply (UPS)	1	R	R	R
Accessories be provided					
Item no.	Description	Quantity	Unit Price	VAT	Total
1	Site Assessment	1	R	R	R
2	Caravan plug;	1	R	R	R
3	Armoured Connection cables (in meters). To be determined by service provider.	1	R	R	R
4	Circuit breaker (Service provider to advise on the Amp rates);	1	R	R	R
5	Isolator (Service provider to advise on the Amp rates);	1	R	R	R
6	Lockable shelter for generator storage;	1	R	R	R
7	Re-wiring of Distribution Board (DB).	1	R	R	R
8	Delivery, rigging, and installation.	1	R	R	R
Total (Carried forward to summary page)				R	R

Required by:

At:

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

MAFIKENG OFFICE - 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 14/2016
Closing Time and Date: 11:00 AM, 04 May 2016	

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

Office: Mafikeng		Cost		VAT	Total Cost (Inclusive of VAT & Profit)
Item no	Description	Quantity	Unit Price		
1	Generator Set	1	R	R	R
2	Uninterrupted Power Supply (UPS)	1	R	R	R
Accessories be provided					
Item no.	Description	Quantity	Unit Price	VAT	Total
1	Site Assessment	1	R	R	R
2	Caravan plug;	1	R	R	R
3	Armoured Connection cables (in meters). To be determined by service provider.		R	R	R
4	Circuit breaker (Service provider to advise on the Amp rates);	1	R	R	R
5	Isolator (Service provider to advise on the Amp rates);	1	R	R	R
6	Lockable shelter for generator storage;	1	R	R	R
7	Re-wiring of Distribution Board (DB).	1	R	R	R
8	Delivery, rigging, and installation.	1	R	R	R
Total (Carried forward to summary page)				R	R

Required by:

At:

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

POLOKWANE OFFICE - 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 14/2016
Closing Time and Date: ...11:00 AM, 04 May 2016	

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

Office: Polokwane		Cost		VAT	Total Cost (Inclusive of VAT & Profit)
Item no	Description	Quantity	Unit Price		
1	Generator Set	1	R	R	R
2	Uninterrupted Power Supply (UPS)	1	R	R	R
Accessories be provided					
Item no.	Description	Quantity	Unit Price	VAT	Total
1	Site Assessment	1	R	R	R
2	Caravan plug;	1	R	R	R
3	Armoured Connection cables (in meters). To be determined by service provider.	1	R	R	R
4	Circuit breaker (Service provider to advise on the Amp rates);	1	R	R	R
5	Isolator (Service provider to advise on the Amp rates);	1	R	R	R
6	Lockable shelter for generator storage;	1	R	R	R
7	Re-wiring of Distribution Board (DB).	1	R	R	R
8	Delivery, rigging, and installation.	1	R	R	R
Total (Carried forward to summary page)				R	R

Required by:

At:

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

CONSOLIDATED 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 14/2016
Closing Time and Date: 11:00 AM, 04 May 2016	

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

FULL SUMMARY			
Page No.	Form	Office	Total
20/45	SBD3.1	Kingsley Centre	R
21/45	SBD3.2	Durban Office	R
22/45	SBD3.3	Pietermaritzburg Office	R
23/45	SBD3.4	Port Elizabeth Office	R
24/45	SBD3.5	Kimberley Office	R
25/45	SBD3.6	Bloemfontein Office	R
26/45	SBD3.7	Phuthaditjhaba Office	R
27/45	SBD3.8	Mafikeng Office	R
28/45	SBD3.9	Polokwane Office	R
Monitoring, Maintenance and Support	R	(<i>Cost per Quarter</i>)	(<i>Overall Cost for 24 Months</i>)
Sub Total (VAT included)			R
Allow 10% Contingency			R
Grand Total (VAT included)			R

DECLARATION OF INTEREST

1. No legal person, including persons employed by the GPAA, or persons having a kinship with persons employed by the GPAA, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the GPAA, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating committee and/or take an oath declaring his/her interest, where:

- the bidder is employed by the GPAA; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.1.1. If so, state particulars:

.....
.....

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

2.2.1. If so, state particulars:

.....
.....

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) Any municipality or municipal entity;
- (c) Provincial legislature;
- (d) National Assembly or the national Council of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

3.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

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

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

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

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

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

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

3.8.1 If so, furnish particulars:
.....
.....
.....

3.9 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:
.....
.....
.....

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

3. DECLARATION

I, THE UNDERSIGNE
 (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**

1.1.1.1

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

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

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

	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, 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

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = 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 (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.

.....

BIDDER(S)

2.

SIGNATURE(S) OF

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 bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

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

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

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

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

.....
Name of Bidder	Signature
.....
Position	Date

(GPAA)

SCM

Special Conditions of Contract

2.1. Special Conditions of Contract

General Notes

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

- (i) Draw special attention to certain special conditions applicable to Bids, Contracts, Agreements and Orders of the Government Employee Pension Fund (GPAA); and
- (ii) To ensure that all bidders are familiar with the special provisions, requirements and conditions that will be applicable in the undertaking of the project and which will form part of the contract documentation and of which due cognisance must be taken in the bidding process.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract (GCC) also forms part of all bidding documents and must be read in conjunction with this Special Conditions of Contract.

Whenever there is a conflict between the GCC and the SCC, the provisions in the SCC shall prevail.

1.1. Bid Submission

1.1.1. Bidders will be permitted to submit bids by:

Hand: 34 Hamilton Street, Arcadia, Pretoria

1.1.2. Closing Date: **04 May 2016**

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

1.1.4. Compulsory briefing session will held on **15 April 2016** at 34 Hamilton Street, Arcadia, Pretoria at **10:00am**.

1.2. Validity of Bids

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

1.3. Two-stage Bidding

- 1.3.1 For this bid, a two-stage bidding procedure will be used, under which first un-priced technical proposals on the basis of a conceptual design or performance specifications are invited. The price proposal will only be considered after the technical proposal has been confirmed as being competent and compliant. Suppliers are requested to submit their proposal in separate envelopes, with the technical proposal separated from the price proposal.
- 1.3.2 A minimum number of **five** (5) copies of the technical proposal are required as well as **five** (5) copies of the pricing proposal in a separate envelope.
- 1.3.3 Only suppliers who meet the minimum of **60%** on functionality will be considered for second stage of evaluation.
- 1.3.4 Government Pension Administration Agency (GPAA) reserve the right to increase or decrease the number of suppliers awarded based on decision deem fit and the workload to be carried out.

1.4. Late Bids

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

1.5. Clarification or Alterations of Bids

- 1.5.1 Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids.
- 1.5.2 Requests for clarification needed to evaluate bids and the bidder's responses should be made in writing.

1.6. Administrative requirements

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

- 1.6.1. It will be ascertained whether bids:
- a. Include original tax clearance certificates;
 - b. Include compulsory SBD forms that have been properly signed and completed (SBD 3.1; SBD4; SBD 6.1; SBD 8 and SBD 9);
 - c. Include a technical proposal / response;

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

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

1.7. Rejection of all Bids

GPAA reserves the right to reject of all bids if and when deemed necessary. This is justified when there is lack of effective competition, or bids are not substantially responsive.

1.8. Associations between Consultants

1.8.1. Consultants are encouraged to associate with each other to complement their empowerment credentials and their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The association may take the form of a joint venture or a sub consultancy.

1.8.2. Consultants who do form a joint venture will agree on their terms and conditions and inform the GPAA of the details of such a joint venture for approval.

1.9 Bidder Selection

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

1.10 Project team to service GPAA

Note that if changes are made to the Project team proposed in the tender after the bid has been awarded, this has to be cleared with GPAA first.

(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
To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with GPAA.
- In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid if applicable and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public employee in the procurement process or in contract execution.
- 1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its GPAA and encouraged to market its products internationally.
- 1.6. **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **“Day”** means calendar day.
- 1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10. **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **“GCC”** means the General Conditions of Contract.
- 1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract
- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus

freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an employee written order issued for the supply of goods for works or the rendering of a service.
- 1.20. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written”** or **“in writing”** means handwritten in ink or any form of 96 electronic or mechanical writing.

2. APPLICATION

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.employee.gov.za.

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

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

7. PERFORMANCE

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance **security** of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. INSPECTIONS, TESTS AND 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.