



the gpaa

Department:  
Government Pensions Administration Agency  
REPUBLIC OF SOUTH AFRICA

# Government Pensions Administration Agency (GPAA)

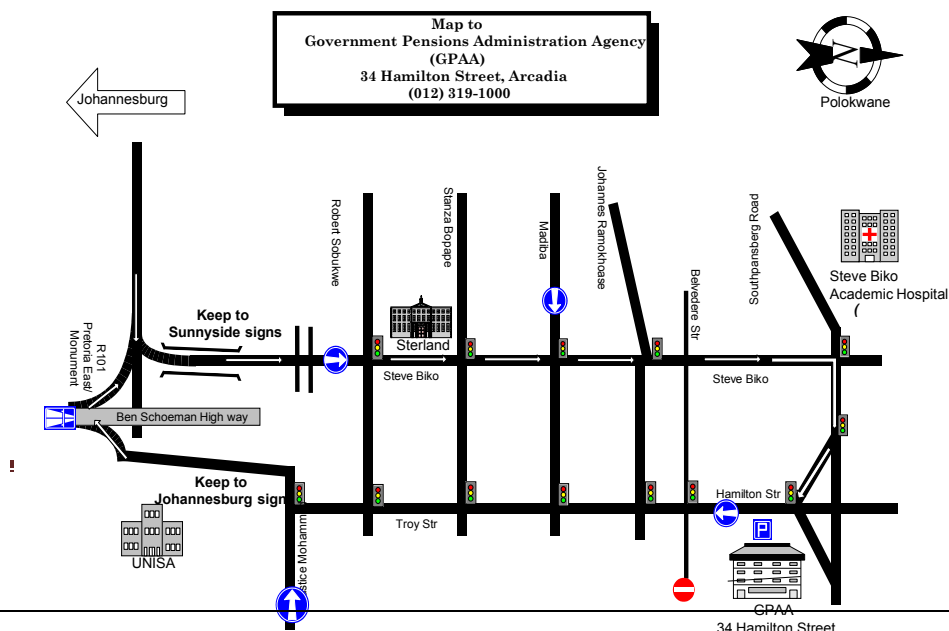
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**Request for proposals for the maintenance of air-  
conditioners, repairs and installations**

**At**

**GPAA Head Office and GEPF Gauteng client  
service centre**

**(Pretoria)**



id(GPAA 19/2015)

ALL BID DOCUMENTS TO BE DEPOSITED AT THE TENDER BOX SITUATED AT THE RECEPTION AREA AT:  
34 HAMILTON STR  
PRETORIA ARCADIA  
PENSION ADMINISTRATION BUILDING

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

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E-mail: [maphile.mokadi@gpaa.gov.za](mailto:maphile.mokadi@gpaa.gov.za)

## 1. INTRODUCTION

The Government Pensions Administration Agency (GPAA) was established in 2010, in terms of section 7A (4) of the Public Service Act of 1994. GPAA serves its customers and stake holders from this building which is a State owned property situated at 34 Hamilton Street in Pretoria and is classified as Heritage building and it has a client service centre situated at corner of Steve Biko and Stanza Bapope street in Pretoria. GPAA/GEPP has installed air-conditioning units in all its offices. This was done in line with the Occupational Health and Safety Act as Amended which requires an employer to ensure that the workplace is safe and conducive for all employees. Facilities management is responsible for maintenance ,repairs and installations of air-conditioners to ensure that offices, kitchens, bath rooms and all other areas are in line with the Occupational Health and Safety Act which requires the employer to ensure that the work place is safe and conducive for all employees and it clients.

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

## 2. PURPOSE

GPAA is seeking to appoint an experience service providerto maintain service and repair air conditioning units at GPAA head office and client service centre in Pretoria.

## 3. OBJECTIVES

The main objectives are to procure the service providers that will be performing the work as per the specification to provide conducive working environment.

## 4. SCOPE OF WORK

4.1.1 The service provider will be required to provide full time technician on site during official working hours from Monday to Friday

4.1.2 the technician will be required to perform duties listed on **Annexure A**

### 4.2 The scope comprises of;

4.2.1 Appendix A:Detailed specification for maintenance of air-conditioners

4.2.2 Appendix B:Air-conditioning registers (GPAA head office)

4.2.3 Appendix C: Air-conditioning Register for GPAA (Kingsley Centre)

4.2.4 Appendix D:Air-conditioning Maintenance schedule (HVAC maintenance requirement)

4.2.5 Appendix E:Air-conditioning Server room (data center) schedule (HVAC maintenance requirement)

4.2.6 Appendix F:Building drawing plans for GPAA Head office;

4.2.7 Appendix G: Building drawing plans for GEPP client service centre (Kingsley Centre Office); and,

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4.2.8 Appendix H: Pricing schedule

**5. DELIVERABLES**

**The deliverables to be achieved are:**

- 5.1 The successful bidder will be required to provide maintenance of air-conditioners as described in the scope of work above;
- 5.2 The successful bidder will be required to provide maintenance of air conditioners after office hours/during the weekends.
- 5.4 The quality of work will be continuously inspected and should the quality of service decline or become unsatisfactory, the service provider will be required to re-perform such work at their own costs;
- 5.5 The successful bidder will be required to sign service level agreement prior to execution of work; and,
- 5.6 The successful service provider will be appointed for a period of three (3) years.

**6 CONDITIONS AND UNDERTAKINGS BY BIDDER BID**

**6.1 The Bid forms should not be re-typed or re-drafted but photocopies may be prepared and used.**

**However, only documents with the original signature in black ink shall be accepted, additional offers against any item should be made on a photocopy of the page in question.**

- 6.1.1 Black ink should be used when completing Bid documents.
- 6.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. GPAA will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- 6.1.3 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to GPAA on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
- 6.1.4 I/We agree that -the offer herein shall remain binding upon me/us and open for acceptance by GPAA during the validity period indicated and calculated from the closing hour and date of the Bid;
- 6.1.5 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and
- 6.1.6 **NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**
- 6.1.6.1 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 6.1.7 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

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Signature(s) of Bidder or assignee(s)

Date

---

Name of signing person (in block letters)

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Capacity

Are you duly authorized to sign this bid?

Name of Bidder [company name] (in block letters)

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

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

Telephone Number: ..... FAX Number.....

Cell Number.....

## 7. SPECIAL CONDITIONS

7.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state either "Comply" or "Not Comply" or "Partial" (with a √) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

7.2 A "√" under "Comply" will be interpreted as full compliance/acceptance to the applicable paragraph. A "√" under "Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder does **not accept** the content of the applicable paragraph. A "√" under "Partial" will be interpreted and evaluated objectively against explanations and supporting documentation accordingly.

**NOTE: If PARTIAL is indicated as the level of compliance and NO supporting documentation is provided that clearly clarifies the Bidder/s position, the paragraph will be evaluated as "Non Comply". It is mandatory for the bidders to comply with the following bid conditions.**

7.3 The following bid conditions will govern the contract between the GPAA and the successful Bidder:

Requirements
7.3.1 Bidders are invited to offer the Services in accordance with the attached Specifications and the conditions within this document.
7.3.2 The successful Bidder/s will be contracted to procure the Services for a period to be agreed after which GPAA reserves the right to review and extend the contract for further period/s at the GPAA's discretion.
7.3.3 The fees shall be stated in SBD 3.1.

Interpretation of requirements
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7.3.4 The Bidder/s shall accept GPAA's interpretation of any specific requirement in the Bid documents or Specifications should there be a difference of interpretation between the Bidder/s and GPAA.

7.3.5 Should any dispute arise as a result of this Bid and/or the subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and GPAA, it shall be dealt with in terms of the General Conditions of Contract of this document.

7.3.6 Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this RFP, the Bid conditions shall take preference.

#### **Documentation**

7.3.7 Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall Explicitly and detail, describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the service/s offered. Incomplete or incomprehensive service documentation will result in rejection of the offer.

7.3.8 Bidder's name and address should clearly appear on the outside of tender documents and the envelope.

#### **Selection**

7.3.9 GPAA reserves the right to evaluate and consider any Bids that do not comply strictly to this RFP.

7.3.10 Acceptance of any Bids will only indicate, without any obligations on the part of either GPAA and/or a Bidder, the willingness of such parties to enter into negotiations, which may or may not result in a Contract/order as the case may be.

7.3.11 GPAA reserves the right to make a selection solely on the information received in the Bids or to negotiate further with one or more Bidder/s.

7.3.12 The Bidder/s selected for further negotiations, if any, will be chosen on the basis of the greatest benefit to GPAA and not necessarily on the basis of lowest price or any other criteria.

7.3.13 Should GPAA consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so requires.

7.3.14 Should GPAA consider it necessary, GPAA will visit the Bidder/s customer sites.

7.3.15 GPAA reserves the right: to cancel this RFP at any time; not to accept any Bids; to accept one or more Bids for further negotiation and; to contact any Bidder during the evaluation period, to clarify information only, without informing any other Bidder.

#### **Copyright**

7.3.16 The specifications are the intellectual property of GPAA.

7.3.17 The contents of any specifications are the property of GPAA and are confidential. It shall not in any manner be reproduced, destroyed, lent or given away without permission.

#### **Precedence**

7.3.18 All details, dimensions and instructions shown on any drawings, diagrams and specifications quoted, shall form part of this bid document.

7.3.19 If there is any contradictory requirements between the specifications, the drawings referred to and other specifications that have been quoted, the order of precedence, from highest to lowest is:

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- Statutory and mandatory requirements,
- This bid document,
- Contract Conditions.

#### **Alternative suppliers**

7.3.20 The Bidder accepts that the GPAA will have the right to contract with any other Service Provider for provision of services not covered by this specification.

7.3.21 Bidder must also submit: A written statement to the specification of GPAA by the bidder, that none of his personnel have any involvement or interest in the bidder's business.

#### **Submission of Bid**

7.3.22 GPAA will also reject an offer if the Bidder/s fail to complete the compliance section/s in the format as described in paragraphs 7.1 and 7.2

#### **Service approval**

7.3.23 The procuring of the Services shall not take place until GPAA has given final approval of all procedures.

#### **Additional Criteria**

7.3.24 GPAA will evaluate the bids against the following criteria:

- Compliance to the Specifications/ Functionality
- Price
- BEE
- Compliance to Bid Condition

#### **Black Economic Empowerment**

7.3.25 GPAA has established a programme of economic empowerment in our procurement strategies. In this regard, companies are required to indicate their involvement, current and planned, with black businesses and professionals. This will form an important part of the evaluation criteria to be used. GPAA reserves the right to request all relevant information, agreements and other documents to verify information supplied in response hereto.

#### **Addendum**

7.3.26 In the event that modifications, clarifications or additions to the RFP become necessary, all Bidders will be notified, in writing, addenda to this RFP.

#### **Preparation Costs**

7.3.27 All costs incurred in the preparation, presentation and demonstration of the response shall be for the account of the bidder. All supporting documentation and manuals submitted with RFP will become GPAA property unless otherwise stated by the Bidder/s at the time of submission.

#### **Confidential Material**

7.3.28 Any material submitted by the Bidder/s, which is considered to be confidential in nature, must be clearly marked as such

## **Payment Terms – Local Creditors**

7.3.29 Payments of invoices will be effected on by last day of the calendar month following the calendar month of receipt of a correct and original invoice. Invoices/statements should be submitted after GPAA has acknowledged receipt of the services procured or goods supplied. A correct and original monthly statement reflected the above invoices must be submitted to GPAA by the 5<sup>th</sup> of each month.

## **8 Monitoring progress of deliverables**

**Adherence to Service Level Agreements will be monitored in the following ways:**

- Delivery of service levels
- Quality checks
- Quarterly reports providing details of the work done during that quarter
- Monthly Reports
- Annual performance review
- Regular meetings
- Service Level Agreement

## **9 Competency and expertise requirements**

The bidder should have the necessary expertise, capacity and previous experience in cleaning services. The successful bidder **shall be the holder of an insurance certificate** e a public liability of at least R5 000 000.

**The compliance assessment should include the listed below;**

- 9.1** Compulsory Site Visits will be held as follows: on **14 August 2015 at 10h00** at 34 Hamilton Street, Arcadia, Pretoria, 0001

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Mr Bongiwe Dambuza: E-mail: [bongiwe.dambuza@gpaa.gov.za](mailto:bongiwe.dambuza@gpaa.gov.za)

### **9.2 Security background checks**

**Appointment of the successful bidders will be subject to;**

- 9.2.1 Positive background (basic security checks)

## **10. EVALUATION CRITERIA AND METHODOLOGY**

### **10.1 ADMINISTRATIVE COMPLIANCE AND TECHNICAL REQUIREMENTS**

Administrative compliance and the functional / technical criterion that will be utilized to test the capability of service providers was set as follows:

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Item No.	Evaluation Criteria Items 90/10 Principle		Weight
<b>A</b>	<b>Phase 1: Administrative compliance:</b> <b>Fully comply with specification and requirements.</b>		
	<ul style="list-style-type: none"> <li>Compulsory briefing session.</li> <li>Complete and sign the relevant SBD forms</li> <li>Accreditation registration certificate with South African Institute of Refrigeration and air-conditioning(SAIRAC) or any other recognized professional board</li> <li>Include original valid tax clearance certificate.</li> <li>Aligned to the requirements as laid out by SAIRAC and (International Standards Organization) ISO. All Products are SABS approved.</li> <li>Technical proposal.</li> <li>Pricing proposal</li> <li>CIDB category 4ME</li> </ul>		
	<b>Phase 2: Functionality:</b>		
	1. Technical Approach	The ability to demonstrate technical, clear planning, project management, quality controls (detailed operational plan with timelines), project implementation and rollout plan for maintenance of air-conditioners <ul style="list-style-type: none"> <li>Copies of maintenance schedules used in previous projects of a similar nature (signed by the client)</li> <li>Fault logging procedure that the bidder uses for clients. a process flow must be accompanied by a short narrative.</li> </ul>	20
	2. Capability	The service provider must demonstrate that they have necessary capacity to provide the required service by providing the information below: <ul style="list-style-type: none"> <li>Experience and qualifications for the staff that will be deployed to GPAA,</li> <li>Asset register</li> </ul>	15
	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"> <li>The bidder must demonstrate experience in delivering projects of a similar nature</li> <li>A minimum of five (5) contactable reference letters with values of the projects carried out..</li> </ul>	25
	<b>NB: Minimum 60% qualifications on functionality. The 90/10 principle in terms of the PPR will be applied in evaluating the price and preference.</b>		10
	<b>Total Functionality</b>		<b>100</b>
	<b>Phase 3: Preference and Price</b>		
	<b>Price score</b>		<b>90</b>
<b>C</b>	<b>BBBEE level score</b>		<b>10</b>
	<b>Total score on preference and price</b>		<b>100</b>

Sub-Criteria	Description
Site Visit	<b>NB: Site visit will be done to the recommended bidders only prior to award</b>

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All Bidders who score **LESS than (60% out of 100%)** on functionality including site visit will not be considered for further evaluation on Price and BEE.

**For purpose of evaluating functionality, the following values will be applicable:**

<b>1=</b>	<b>Poor</b>	Will not be able to fulfil the requirements
<b>2=</b>	<b>Average</b>	Will partially fulfil the requirements
<b>3=</b>	<b>Good</b>	The bidder will be able to fulfil the requirements
<b>4=</b>	<b>Very Good</b>	The bidder will be able to fulfil better in terms of the requirements
<b>5=</b>	<b>Excellent</b>	Fully fulfil in terms of the requirements

# APPENDIX A

## Air-conditioning specification and schedule

### 1. Specifications for maintenance and repair of air-conditioning services agreement.

#### 2.1 Scope of work

##### 2.1.1 Daily service (By daily we include Sundays, weekends and holidays)

The contractor will in terms of this terms of reference regularly and systematically on a weekly basis inspect, clean, adjust , lubricate and maintain all the equipment as described in the Scheduled of Equipment to be maintained .

Scope of service entails but not limited to the following:

- Clean condenser and evaporator
- Clean drip tray and drain pipe
- Clean evaporator and condenser fans
- Clean filters on evaporator( renew if necessary)
- Check all electrical connections, voltages and currents.
- Check LP and HP pressures
- Clean condenser and evaporator.
- Test units heating and cooling for correct operation
- Clean filters
- Check refrigerators
- Check for correct operation

A schedule of equipment is attached (refer to the attached excel spread sheet Annexure A)

#### 2.2 Schedule of equipment to be maintained.

- All Samsung, General and Daikin Midwall units
- All Daikin under ceiling units
- All Dakin Hideaway units.
- All the down blow close control computers units
- All the Daikin Cassette units

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- All the humidifiers
- Any additional air conditioning to be installed in the future

Conditions of maintenance and servicing of air conditioning units

- 1.3.1 The break down monthly tender price should include emergency call out fee, overtime fee and all hours labour worked to repair the air conditioners and all kilometres travelled to repair the units.
- 1.3.2 All replacement parts required to maintain air conditioners which are out of warranty will be for the GEPF's account.
- 1.3.3 GEPF will hand over a list of all air conditioning units that are still under warranty to the successful bidder.
- 1.3.4 Payment of all charges to be affected within thirty days from the date of receipts of Contractors invoices.
- 1.3.5 The contractor shall to be liable for any loss due to:
  - Unforeseen and sudden damage to the machinery whilst at work unless due to negligence by the contractor, arising directly out of and solely to:
    - Defective workmanship, material and design, vibration, maladjustment, misalignment, defective lubrication, loosening of parts, abnormal stresses, molecular fatigue, self-heating, centrifugal force, excessive electrical pressure, whether due to atmosphere, electricity or otherwise, failure of insulation, short circuits, open circuits or arcing failure of the other connected machinery or protective devices
    - Fire or lighting, extinguishing of fire, atomic or explosion of any kind, theft by any party other than the contractor, the collapse of buildings, subsidence landslide, water which escapes from water containing apparatus, flood inundation, earthquake or any other Act of God.
    - Damage directly or indirectly occasioned by happening through, or in consequences of war invasion, act of foreign enemy, hostility or war-like operations( whether war declared or not), civil war occupation, mutiny, insurrection, rebellion, revolution, conspiracy, military, naval or usurped power, Confiscation, destruction or requisition by order of the Government or any public authority, riot, civil commotion-directly or indirectly caused by persons taking part in labour disturbances, malicious persons acting on behalf of, or in connection with, any political organization.
    - Damage resulting from experiments or overload by the client or similar tests, requiring the imposition of abnormal conditions.
    - Storms, torrential rains( i.e. a degree which is beyond the capacity of the local drainage system)
- 1.3.6 GEPF undertake to provide the contractor with all reasonable access to the premises.
- 1.3.7 Water and electricity power required for carrying out the service contract is to be provided by GEPF.
- 1.3.8 During December, the maintenance should be done before the annual builder's shut down period. During the holiday the contractor should have a person on standby for any emergency and repairs and it should be included in the monthly tender price.
- 1.3.9 This contract cannot be transferred to third parties without the consent of the contractor or the client thereto in writing.
- 1.3.10 GEPF should ensure that no other person other than the employees of the Contractor will be allowed to make adjustments to any part of the equipment or system covered by this contract.
- 1.3.11 GEPF will provide a safe lockable store room free of charge.

Warranties implied by law are expressly included in this contract, whilst undertaking to carry out the service to the best of his/her ability, the contractor shall not be responsible for:

- The corrosion, erosion or scaling action of liquids and gasses upon any plant or equipment unless if this was due to lack of maintenance and servicing of units.
- The loss of consumable material, including water, oil refrigerant and fuel unless this was due to lack of maintenance and servicing of units
- Any losses incurred by stoppages/breakdowns or any other direct or consequential damages, whatsoever the cause unless it was due to lack of maintenance and servicing of units.

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# APPENDIX B

## Air-conditioning Register for GPAA Head Office

ITEM	Room No.	Make	Capacity BTU/hr
1	A103	Daikin	24000
2	A203	Daikin	24000
3	A203	Infinity	12000
4	A205	Daikin	24000
5	A105	Daikin	24000
6	A106(open plan)	Daikin	24000
7	A206a(open plan)	Daikin	24000
8	A106b(open plan)	Daikin	24000
9	A206b(open plan)	Daikin	24000
10	A106c(open plan)	Infinity	24000
11	A206c(open plan)	Daikin	24000
12	A106d(open plan)	Daikin	18000
13	A206d(open plan)	Daikin	24000
14	A106e(open plan)	Infinity	24000
15	A206e(open plan)	Daikin	24000
16	A106f(open plan)	Daikin	18000
17	A206f(open plan)	Daikin	24000
18	A206g(open plan)	Daikin	24000
19	A106g(open plan)	Samsung	24000
20	A206h(open plan)	Daikin	24000
21	A204	Daikin	12000
22	A104a	Daikin	18000
23	A104b	Daikin	12000
24	B105	Daikin	18000
25	B205b	Samsung	24000
26	B107	Daikin	12000
27	B205a	Daikin	24000
28	B108a(open plan)	Daikin	24000
29	B207	Daikin	12000
30	B209	Daikin	12000
31	B211b	Daikin	24000
32	B108a	Daikin	24000
33	B211a	Daikin	24000
34	B108b	Daikin	24000
35	B211a	Daikin	12000
36	B213b	Daikin	12000
37	B215	Daikin	12000
38	B108d	Daikin	24000

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ITEM	Room No.	Make	Capacity BTU/hr
39	B217	Daikin	12000
40	B216a	Daikin	24000
41	B108e	Daikin	24000
42	B108f	Daikin	24000
43	B212a	Daikin	12000
44	B2116a	Daikin	24000
45	B212	Daikin	18000
46	B210	Daikin	24000
47	B208	Daikin	24000
48	B108g	Daikin	24000
49	B108h	Daikin	12000
50	B108i	Daikin	24000
51	B206	Daikin	12000
52	B106	Daikin	12000
53	B104	Daikin	12000
54	B204	Daikin	12000
55	B104	Daikin	12000
56	C116	Daikin	12000
57	C218	Daikin	18000
58	C116	Daikin	12000
59	C219	Daikin	18000
60	C117	Daikin	12000
61	C118	Daikin	12000
62	C220	Daikin	18000
63	C119	Samsung	12000
64	C221	Daikin	18000
65	C120	Daikin	12000
66	C222	Daikin	10000
67	C121	Daikin	12000
68	C122	Daikin	18000
69	C123a	Daikin	24000
70	C127	Daikin	18000
71	C123b	Daikin	24000
72	C125a	Daikin	24000
73	C224	TLC	18000
74	C125b	Daikin	24000
75	C100	Daikin	12000
76	C105g	Daikin	24000
77	C224	Infinity	10000
78	C105c	Daikin	12000
79	C105b	Daikin	24000
80	C105d	Mitsubishi electric	24000
81	C105e	Daikin	24000
82	C105f	Daikin	12000
83	CR2	Alliance	12000
84	CR4	Alliance	12000
85	C105h	Daikin	12000
86	CR1	Samsung	10000
87	CR3	Samsung	10000
88	CR5	Samsung	10000

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ITEM	Room No.	Make	Capacity BTU/hr
89	C205a	Samsung	24000
90	C105i	Daikin	12000
91	C105j	Daikin	12000
92	Security server room	Samsung	10000
93	C108	Daikin	24000
94	C208a	Samsung	24000
95	C112f	Daikin	12000
96	C211a	Daikin	18000
97	C112a	Siesta	18000
98	C112b	Samsung	24000
99	C11b	Daikin	24000
100	C11c	Daikin	24000
101	C112ac	Samsung	24000
102	C215a	Daikin	18000
103	C215b	Daikin	10000
104	C112ad	Samsung	24000
105	C215c	Mitsubishi Electric	24000
106	C112e	Daikin	12000
107	B201	Daikin	12000
108	D105	Daikin	12000
109	D103	Daikin	24000
110	D004a	Daikin	24000
111	D201	Daikin	12000
112	D202	Daikin	12000
113	D004b	Daikin	12000
114	D104	Samsung	24000
115	D205	Daikin	18000
116	D204	Daikin	12000
117	D206a	Daikin	24000
118	D004c	Daikin	24000
119	D206b	Daikin	24000
120	D106a	Daikin	24000
121	D005d	Daikin	12000
122	D205a	Daikin	24000
123	D205b	Daikin	18000
124	D004e	Daikin	24000
125	D105b	Samsung	24000
126	D205c	Daikin	24000
127	D205d	Daikin	24000
128	D105c	Samsung	24000
129	D004f	Daikin	24000
130	D004g	Daikin	24000
131	D105d	Samsung	24000
132	D105e	Samsung	10000
133	D004h	Daikin	18000
134	D004i	Daikin	12000
135	D106	Daikin	18000
136	D207	Daikin	18000
137	D004j	Daikin	18000
138	D108a	Daikin	24000

RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)

ITEM	Room No.	Make	Capacity BTU/hr
139	D208	Daikin	18000
140	D209	Daikin	12000
141	D004k	Daikin	12000
142	D108b	Samsung	12000
143	D210	Daikin	24000
144	D211	Daikin	18000
145	D109	Daikin	18000
146	D004l	Daikin	12000
147	E206c	Daikin	12000
148	E107	Daikin	24000
149	E009	Daikin	12000
150	E106c	Daikin	24000
151	E107	Daikin	18000
152	E009	Daikin	18000
153	E106c	Daikin	12000
154	E016	Daikin	12000
155	E106d	Daikin	18000
156	E112	Daikin	18000
157	E008a	Daikin	24000
158	E015a	Daikin	12000
159	E015b	Daikin	24000
160	E110c	Daikin	35000
161	E110d	Daikin	12000
162	E110e	Daikin	12000
163	E108	Daikin	24000
164	E008a	Daikin	24000
165	E106	Daikin	24000
166	E105b	Daikin	12000
167	E020	Daikin	24000
168	E001	Daikin	12000
169	E105	Daikin	24000
170	F201	Daikin	12000
171	F100	Daikin	10000
172	F102	Daikin	12000
173	FB02b	Daikin	10000
174	F101b	Daikin	18000
175	F200a	Daikin	12000
176	F200b	Samsung	12000
177	F101b	Daikin	24000
178	F104a	Daikin	12000
179	F203i	Samsung	24000
180	F104b	Daikin	12000
181	F203j	Samsung	24000
182	F104c	Samsung	12000
183	F202	Samsung	18000
184	F103	Daikin	24000
185	FB02a	Daikin	18000
186	F105f	Daikin	24000
187	F218	Samsung	12000
188	F105e	Daikin	18000

RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)

ITEM	Room No.	Make	Capacity BTU/hr
189	F203f	Samsung	18000
190	F105a	Daikin	12000
191	F203g	Samsung	12000
192	F105a	Samsung	24000
193	F203g	Samsung	12000
194	F105b	Samsung	12000
195	F105c	Daikin	24000
194	F105d	Daikin	24000
195	F203h	Samsung	24000
196	F106a	Daikin	12000
197	F105g	Daikin	12000
198	F214	Daikin	24000
199	F215	Daikin	10000
201	F216	Daikin	12000
202	FB04d	Daikin	18000
203	F217	Samsung	18000
204	F106	Samsung	18000
205	F109a	Daikin	45000
206	F203a	Samsung	24000
207	F110	Daikin	24000
208	FB04a	Daikin	12000
209	F111	Daikin	24000
210	F213	Samsung	18000
211	FB01a	Daikin	45000
212	F01b	Infinity	18000
213	FB04c	Daikin	18000
214	F107	Daikin	12000
215	F107a	Daikin	10000
216	F203c	Samsung	24000
217	FB04b	Daikin	18000
218	F203b	Samsung	12000
219	F109	Daikin	24000
220	G203a	Samsung	24000
221	G103	Daikin	24000
222	G203b	Samsung	24000
223	G105a	Daikin	18000
224	G105b	Daikin	24000
225	GBIT3	Daikin	18000
226	GBIT1	Daikin	18000
227	G205	Samsung	24000
228	G106b	Daikin	12000
229	G204a	Samsung	33000
230	GB05b	Daikin	12000
231	GBIT4	Daikin	24000
232	G104	Daikin	24000
233	G203c	Daikin	12000
234	GB05a	Daikin	12000
235	G105c	Daikin	12000
236	G005	Daikin	18000
237	G005 battery room	Daikin	10000

RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)



ITEM	Room No.	Make	Capacity BTU/hr
238	G005 battery room	Infinity	24000
239	G108b	Daikin	24000
240	GBAT1	Daikin	24000
241	G106a	Daikin	18000
242	GBIT2	Daikin	24000
243	GBAT2a	Daikin	24000
244	Bateleaur	Daikin	33000
245	G202	Samsung	45000
246	G102	Daikin	24000
247	G004	Daikin	12000
248	G108a	Daikin	12000
249	GBAT2b	Daikin	12000
250	G109	Daikin	24000
251	G105d	York	45000
252	G005	Daikin	18000
253	H208h	Daikin	24000
254	H013	Samsung	24000
255	H121a	General	24000
256	H208g	Samsung	12000
257	H121b	Samsung	18000
258	H121c	Daikin	24000
259	H208f	Daikin	18000
260	H015	Samsung	18000
261	H121c	Daikin	24000
262	H019	Siesta	24000
263	H213	Samsung	12000
264	H124	Samsung	18000
265	H208e	Samsung	12000
266	H123	Daikin	24000
267	H208d	Samsung	24000
268	H122	Daikin	24000
269	H208c	Daikin	24000
270	H017	Daikin	12000
271	H009ba	Daikin	24000
272	H009bb	Daikin	24000
273	H120	Daikin	24000
274	H208b	Daikin	24000
275	H119	Daikin	18000
276	H116	Samsung	18000
277	H114	Samsung	18000
278	H009bc	Daikin	12000
279	H009bd	Daikin	24000
280	H208a	Samsung	24000
281	H009a	General	24000
282	H06	Daikin	24000
283	H009b	General	10000
284	H008	General	24000
285	H108	Samsung	12000
286	H106	Samsung	12000
287	H207	Samsung	12000

RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)

ITEM	Room No.	Make	Capacity BTU/hr
288	H005	General	12000
	H203	Samsung	12000
289	H101	Samsung	12000
290	HTR2b	Daikin	24000
291	H201a	Samsung	24000
292	H102b	Samsung	24000
293	H002	General	30000
294	H003	General	12000
295	H102a	Daikin	12000
296	H202b	Daikin	12000
297	H202a	Samsung	12000
298	H104	Samsung	12000
300	H107	Samsung	12000
301	H109	York	18000
302	H010	Samsung	12000
303	H111a	Samsung	18000
304	H111b	York	12000
305	H112	Samsung	18000
306	H117	Samsung	18000
310	H115	Samsung	18000
312	H118	Samsung	18000
313	H201b	Daikin	12000
314	H206	York	12000
315	H007	General	24000
316	H05	Daikin	18000
317	H01	Daikin	24000
318	H010	Daikin	40 000
319	H010	Daikin	12 000
320	H010	Daikin	12 000
321	H012	General	12 000
322	H001	Samsung	24000
323	H001	Samsung	24000
324	H208i	Samsung	24000
325	H208j	Samsung	24000
326	H209	Samsung	12 000
327	H214	Daikin	12 000
328	C202a	Alliance Air	30 000
329	C202b	Alliance Air	30 000
330	C202c	Alliance Air	30 000
331	C202d	Alliance Air	30 000
332	C202e	Alliance Air	30 000
334	C202f	Alliance Air	30 000
335	C202g	Dunham Bush	12 000
336	C202h	Dunham Bush	12 000
337	C202i	Dunham Bush	12 000
338	C202j	Dunham Bush	12 000
339	C202k	Dunham Bush	12 000
340	E204a	Dunham Bush	12 000
341	E204b	Dunham Bush	30 000
342	E204c	Dunham Bush	36 000

RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)

ITEM	Room No.	Make	Capacity BTU/hr
343	E204d	Dunham Bush	36 000
344	E204f	Dunham Bush	10 000
345	E204g	Dunham Bush	10 000
346	E204h	Dunham Bush	10 000
347	E204i	Dunham Bush	10 000
348	E204	Dunham Bush	10 000
349	E204	Dunham Bush	10 000
350	E204	Dunham Bush	10 000
351	E204	Dunham Bush	10 000
352	E204	Dunham Bush	10 000
353	H213A	Daikin	18000
354	H213B	Daikin	18000
355	C112	Daikin	18000
356	D217	Daikin	12000
357	D216	Daikin	12000
358	H02	Daikin	12000
359	H02B	Daikin	12000
360	F203	Daikin	18000
361	F203	Daikin	12000
362	H121A	Daikin	12000
363	H121B	Daikin	12000

# APPENDIX C

## Air-conditioning Register for GPAA (Kingsley Centre)

ITEM	Number Unity	Capacity BTU/hr
1	10	UNIT A 48000 BTU HIDE AWAY
2	1	12000 CASSETTE
3	5	18000 BTU CASSETTE
4		Fresh Air system complete with ducting, filters, diffusers, louvers

RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)

# APPENDIX D

## Air-conditioning Maintenance schedule (HVAC maintenance requirement)

Routine Maintenance Schedule				
	DESCRIPTION	FREQUENCY		
		Monthly	Quarterly	Annually
5	<b>PREVENTATIVE MAINTENANCE - EXTRACTION AND VENTILATION SYSTEMS</b>			
5.1	<b>MAINTENANCE TO DIRECT DRIVEN AXIAL FLOW EXTRACT FANS AND STAIRCASE PRESSURIZATION FANS</b>			
5.1.1	Clean fan blades.			X
5.1.2	Clean bird protection grilles.			X
5.1.3	Check and lubricate motor bearings.			X
5.1.4	Check and record running amps.			X
5.1.5	Tighten all electrical connections.			X
6	<b>AIRCONDITIONING DISTRIBUTION BOARDS</b>			
6.1	<b>DISTRIBUTION BOARD Bi MONTHLY SERVICE</b>			
6.1.1	Visually inspect condition of equipment and wiring.	X	X	X
6.1.2	Check and record ammeter and voltmeter readings.	X	X	X
6.1.3	Check indicator lights and replace where necessary.	X	X	X
6.1.4	Ensure all access panel are secure.	X	X	X
6.2	<b>DISTRIBUTION BOARD ANNUAL SERVICE</b>			
6.2.1	Check accuracy of voltmeters and ammeters.			X
6.2.2	Test overload relays and check settings.			X
6.2.3	Tighten all terminals and connections.			X
6.2.4	Check and tighten all bus bar connections.			X
6.2.5	Check that circuit breaker and fuse protection is rated correctly for the equipment being protected.			X

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6.2.6	Vacuum clean switchboard and equipment.			X
6.2.7	Check controls transformer output voltage.			X
6.2.8	Test condition of circuit breakers and switch fuses.			X
6.2.9	Check that equipment is earthed correctly.			X
6.2.10	Check condition of all wiring for deterioration.			X
6.2.11	Check condition of contacts, starters and relays.			X
6.2.12	Check that energy meters and current transformers are correctly connected.			X
7	<b>CONTROLS</b>			
7.1	<b>PLANT CONTROLS</b>			
	Check output voltage of step-down transformer to ensure that correct low voltage is applied to the system.	X	X	X
7.1.1				
7.1.2	Check and tighten all electrical connections.	X	X	X
7.1.3	Check that controllers are securely plugged into bases.	X	X	X
7.1.4	Dampers – ensure that dampers open and close freely.	X	X	X
7.1.5	Linkages – ensure that linkages are secured to shafts.	X	X	X
7.1.6	Check and test operation of the following:	X	X	X
7.1.7	Temperature controller/sensor units.	X	X	X
7.1.8	Humidity controls.	X	X	X

<b>Routine Maintenance Schedule</b>				
		<b>FREQUENCY</b>		
	<b>DESCRIPTION</b>	Monthly	Quarterly	Annually
7.1.9	Static pressure controls.	X	X	X
7.1.10	Outdoor economy compensation controls.	X	X	X
7.1.11	Step controllers, motors, cams, and limit switches.	X	X	X
7.1.12	Temperature indicators.	X	X	X
7.1.13	Check outside air thermostat for cooling start signal.	X	X	X
7.1.14	Check operation of fire stats.	X	X	X
7.2	<b>FLOOR CONTROLS</b>			
7.2.1	Check calibration of thermostats.		X	X
7.2.2	Check set points.		X	X
7.2.3	Check volume control box operators.		X	X
7.2.4	Check heaters and controls.		X	X
7.2.5	Check static pressure controls.		X	X
7.2.6	Check volume control dampers.		X	X
7.2.7	Check fire dampers.		X	X
7.2.8	Check variable volume diffuser actuators, heater, limit switches and maximum air settings.		X	X
7.2.9	Check for major leaks in ducting.		X	X
7.2.10	Check for evidence of rodents nesting in ceiling voids.		X	X
8	<b>CONSOLE, SPLIT AND PACKAGED AIR CONDITIONING UNITS</b>			
8.1	<b>CONSOLE/SPLIT BI MONTHLY SERVICE</b>			
8.1.1	Clean filter	X	X	X
8.1.2	Clean unit exterior	X	X	X
8.1.3	Check operation of unit	X	X	X
8.2	<b>CONSOLE/SPLIT ANNUAL SERVICE</b>			
8.2.1	Clean condenser coils			X
8.2.2	Clean evaporator coils			X

RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)

8.2.3	Clean condenser fan blades			X
8.2.4	Clean evaporator fan blades			X
8.2.5	Lubricate condenser motor bushes/bearings			X
8.2.6	Lubricate evaporator fan motor bushes/bearings			X
8.2.7	Check calibration of thermostat			X
8.3	PACKAGED AIR CONDITIONING UNITS BI MONTHLY SERVICE			
8.3.1	Clean filters.	X	X	X
8.3.2	Clean condensate drain and drip trays.	X	X	X
8.3.3	Check and adjust vee belts.	X	X	X
8.3.4	Clean unit interior.	X	X	X
8.3.5	Check wiring controls and crankcase heaters.	X	X	X
8.3.6	Check for oil and refrigerant leaks.	X	X	X
8.3.7	Ensure all access panels are secure.	X	X	X
8.3.8	Check and record ambient, supply and return air temperatures.	X	X	X
8.4	PACKAGED AIR CONDITIONING UNITS ANNUAL SERVICE			
8.4.1	Lubricate evaporator fan bearings.			X
8.4.2	Lubricate condenser fan bearings.			X
8.4.3	Blow out motors with industrial blower.			X
8.4.4	Check operation of HP and LP switches.			X
8.4.5	Check operation of expansion valve.			X
8.4.6	Clean evaporator and condenser fan blades.			X

	DESCRIPTION	FREQUENCY		
		Monthly	Quarterly	Annually
8.4.7	Check heater bank elements and supports.			X
8.4.8	Check heater bank safety switches.			X
8.4.9	Check and calibrate temperature controls.			X
8.4.10	Leak test entire refrigeration circuit.			X
8.4.11	Check refrigeration piping for evidence of chafing.			X
8.4.12	Record current drawn by all motors.			X
8.4.13	Check efficiency of compressor.			X
8.4.14	Check operation of un-loaders.			X
8.4.15	Check operation of solenoid valves.			X
8.4.16	Check compressor mountings.			X
8.4.17	Check entire unit for corrosion and touch up damaged paintwork			X
9	<b>GENERAL</b>			
9.1	MAINTAIN DESIGN CONDITION OF SYSTEM.			
9.1.1	The indoor daily temperature must be maintained at set point $\pm 0.5^{\circ}$ C within the comfort zone.	X	X	X
9.1.2	The indoor air flow and noise levels must be maintained at acceptable levels in terms of the building strategy.	X	X	X
9.1.3	The minimum fresh air required in terms of SABS specifications must be maintained.	X	X	X
9.1.4	The indoor air quality must be acceptable to the occupants of the space.	X	X	X
9.1.5	Optimum energy efficiency of the system must be maintained.	X	X	X

RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)



# APPENDIX E

## Air-conditioning Server room(data center) schedule (HVAC maintenance requirement)

	DESCRIPTION	Daily	Weekly	Monthly	Quarterly	Twice/annual	Annually
<b>1</b>	<b>GPAA head office server room</b>						
1.1	Install calibrated pressure gauges, measure both suction and discharge pressures and take temperature different from the suction pipe		x				
1.2	Clean the condenser coil by using a chemical coil cleaner and thorough flush the oil with a pressurised water			x			
1.3	Check the compressor efficiency, record the readings and compare them with the conventional readings			x			
1.4	Run the unit, measure the current drawn by the three phase compressor which is L1,L2 and L3		X				
1.5	Clean the interior and exterior of the unit		X				
1.6	Check the condition of driving vee belt for wear and tear, adjust if necessary or replace	X					
1.7	Check indoor supply fan bearing for noise			X			
1.8	Clean the humidifier bottles, fill them up with water and test them for operation in full capacity of 100°C			X			
1.9	Check the compressor oil levels, fill it up with new fresh oil if necessary			X			
1.1	Check the operation of LP switch, record cut in and cut out pressures, adjust if necessary.	X					
1.11	Check the operation of the air flow switch by activating a fire relay, the air-conditioning should stop running if the air flow switch is working or set properly			x			
1.12	Clean the filters and the interior of the unit		X				
1.13	Check the position of the air emitting floor grills			X			
1.14	Check the condition of the pipe armoflex,replace if necessary			X			
1.15	Check the supply fan motor for any loose screws and noise from the bearings		X				
1.16	Switch off the unit, open the covers, clean the fan impellers blades and also check the balance masses on the impeller				X		
1.17	Clean the evaporative coil and thoroughly flush it with water				X		
1.18	Clean the drain pan and unblock the drain pipe		X				
1.19	Measure the current drawn by the supply fan as well as phase difference between the phases		X				
1.20	Check both indoors and out door units for any loose wire, screws, burnt contactors, relays and tightened and replace if necessary					x	
2	Cassette, under ceiling Midwall,hideaway and split type units						
2.1	Open orange panel door on the air-conditioning distribution board ensure that all breaker's are on.	X					
2.2	Visually check burnt electrical contractors, circuit breakers capacities and p.c boards reports for any	x					

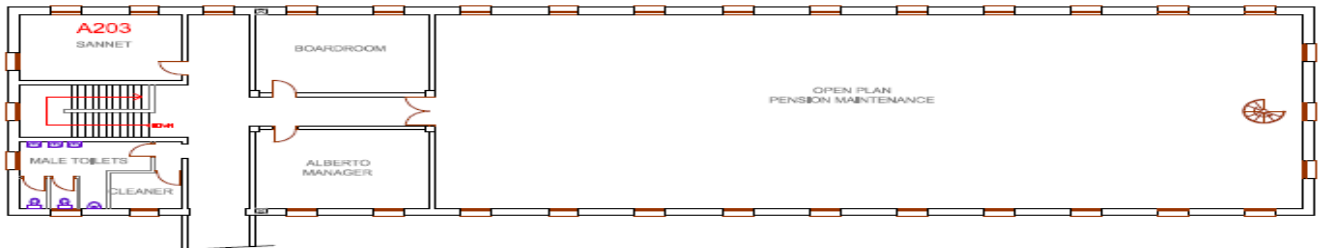
RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)



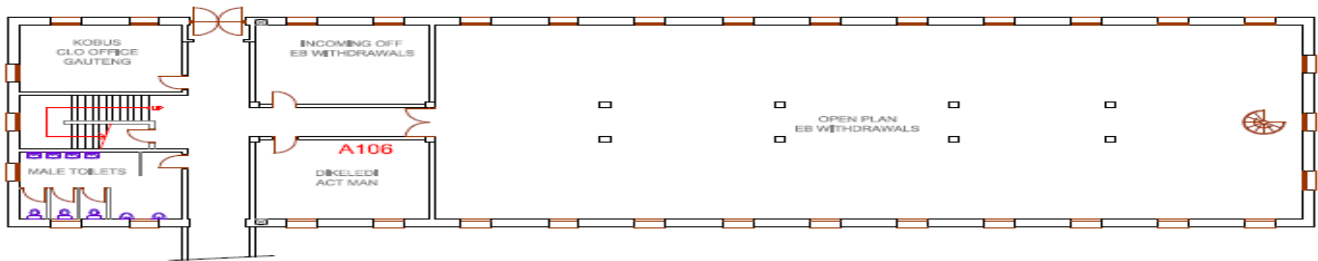
	distortion.						
2.3	Check fuel delivery system – leaks, pressure	X					
2.4	Ensure that a selector switch on orange panel is set to A	x					
2.5	Check indoor units for leaks both front and back drain pan				x		
2.6	Check the evaporator, clean evaporative coil by using a chemical coil cleaner or pull out the whole unit for major service					x	
2.7	Clean the condenser coil by using a chemical coil cleaner and thorough flush the oil with a pressure water					x	
2.8	Install pressure gauges on a low side, check standing pressure and running pressure, take the temperature difference on the suction pipe, adjust if necessary			X			
2.9	Put the unit in both heating and cooling, take current drawn by a single phase compressor, compare them with the standard running current for that specific unit			x			
2.1	Switch off the unit, open indoor unit covers, clean the supply fan blades				x		
2.11	Check indoor unit for any vibration and loose covers			x			
2.12	Clean filters and interior covers			x			
2.13	Block the condenser coil and run the unit, check the compressor efficiency					x	
2.14	Check the condition of refrigerator pipe and armoflex replace if necessary			x			
2.15	Check the condition of the compressor mounting for any loose bolts and vibration, adjust if necessary				x		
2.16	Check the air-conditioning units especially the condenser units for any air blockage to the coil and remove the strange object if any.	x					
2.17	Open the outdoor units test all sensors and protective devices, report if required.			x			
2.19	Check the condition of the vee-belt for wear and tear, tension and replace if required				x		
2.18	Check the supply fan motor bearing for noise and also clear the air-conditioning of the motor				x		
2.19	Check the condition of the supplying ducts as well as flexi ducts for any air leakage					x	
2.20	Clean the diffuser and ensure that they are all 50% open			x			

# APPENDIX F

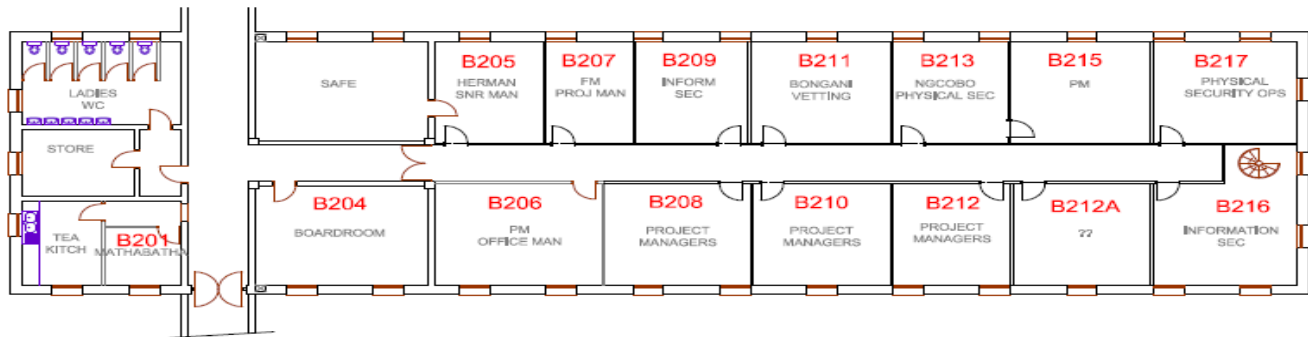
## Building drawings for GPAA Head Office: layout plans



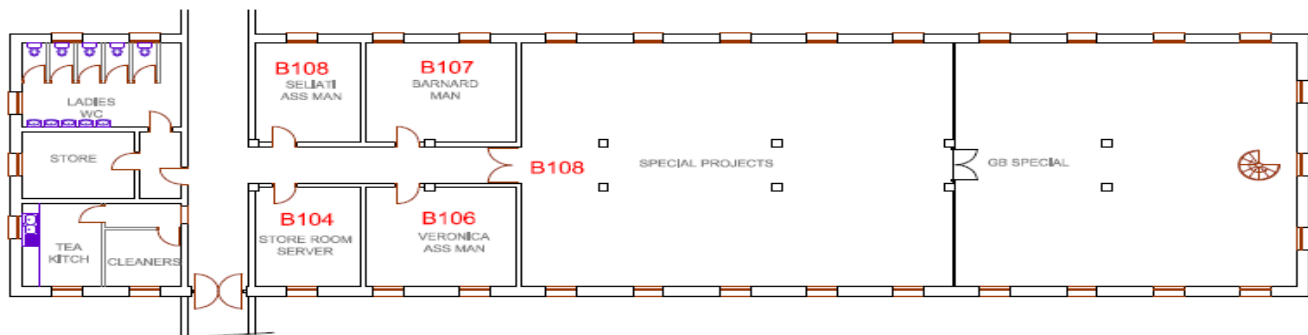
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**GROUND FLOOR PLAN**  
**SCALE 1 : 200**



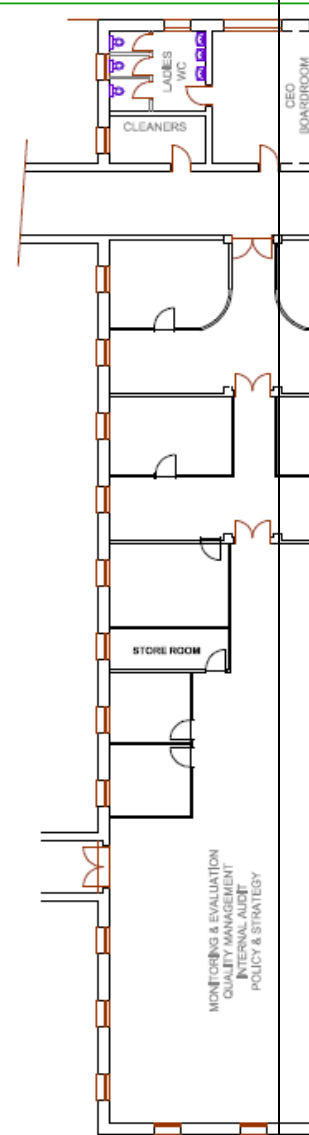
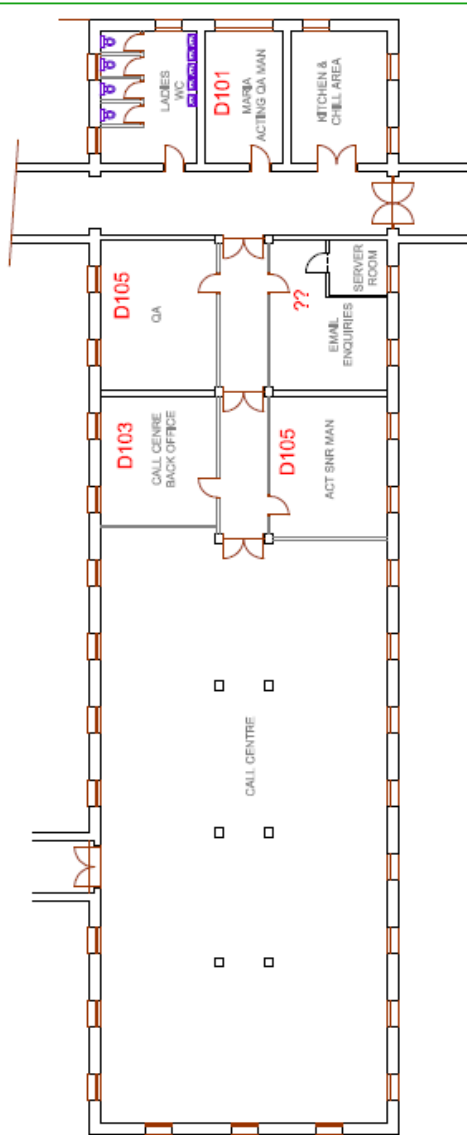
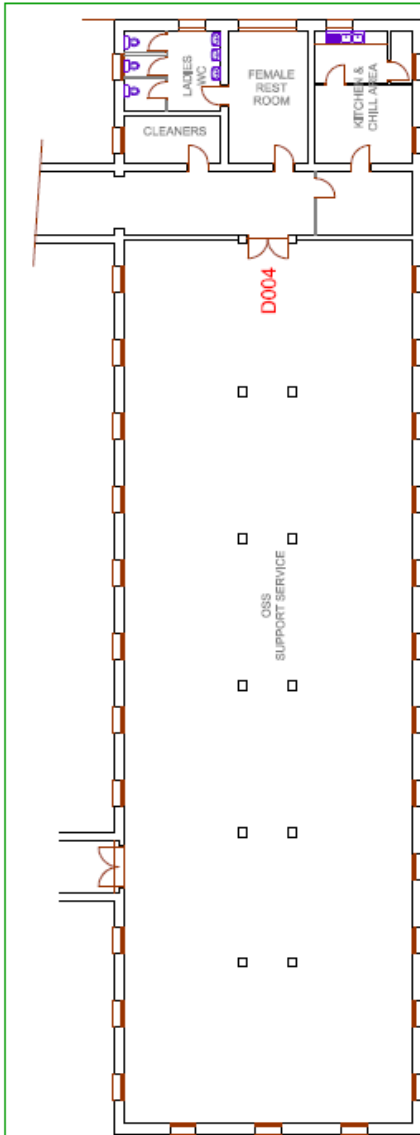
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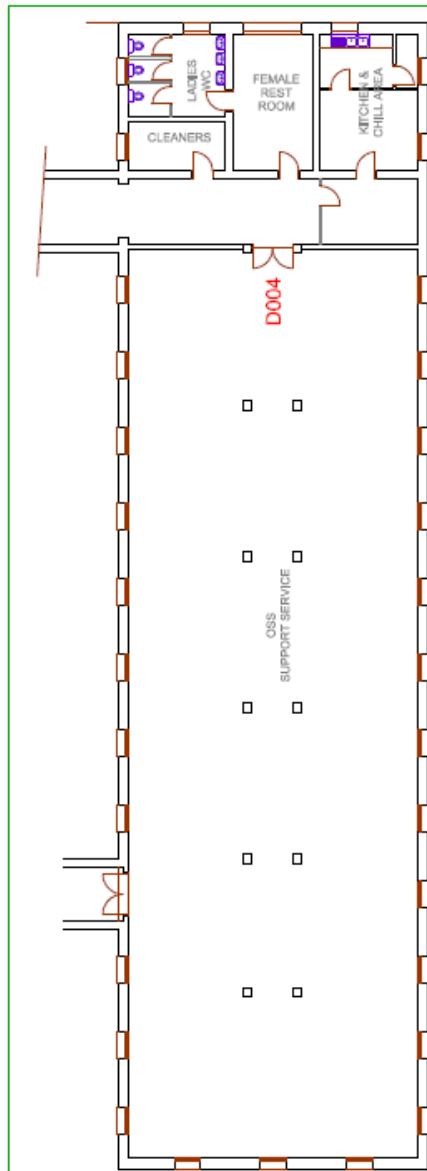


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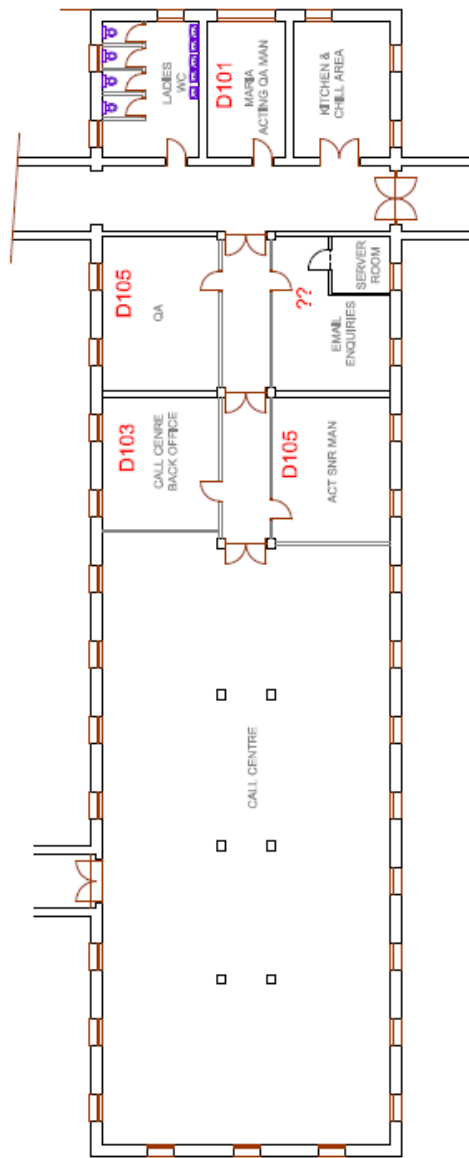


**FIRST FLOOR PLAN**  
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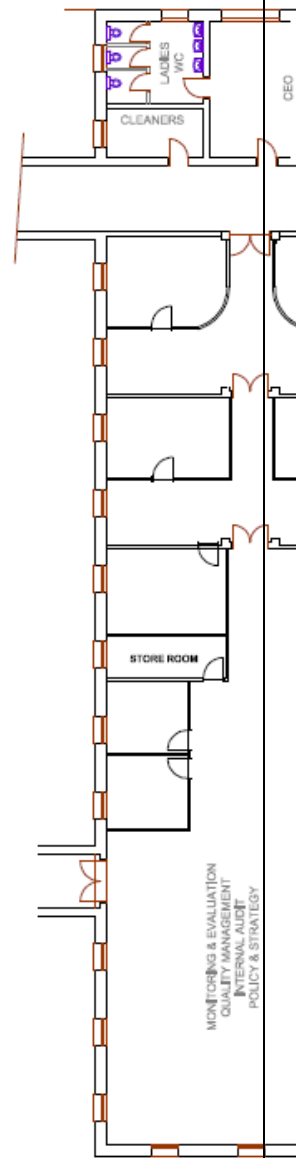


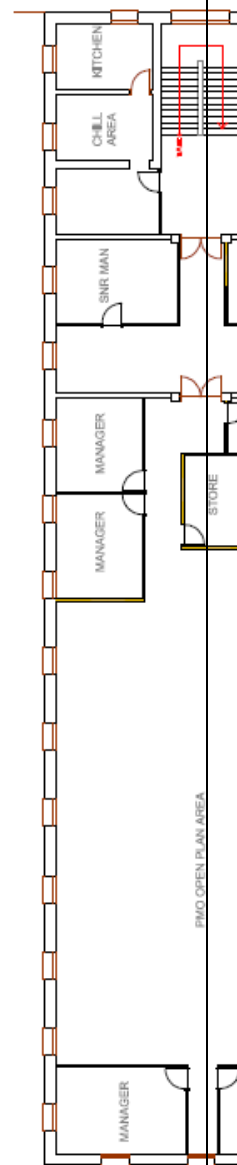
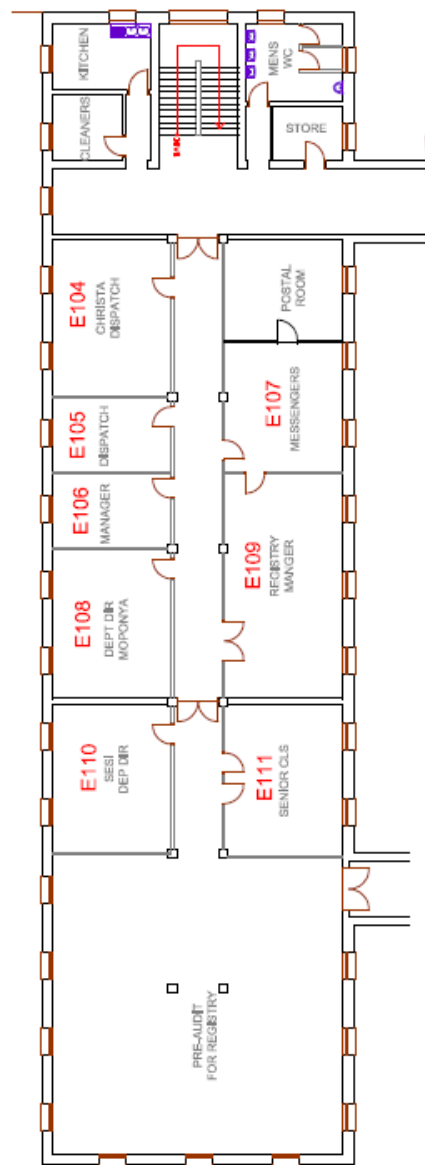
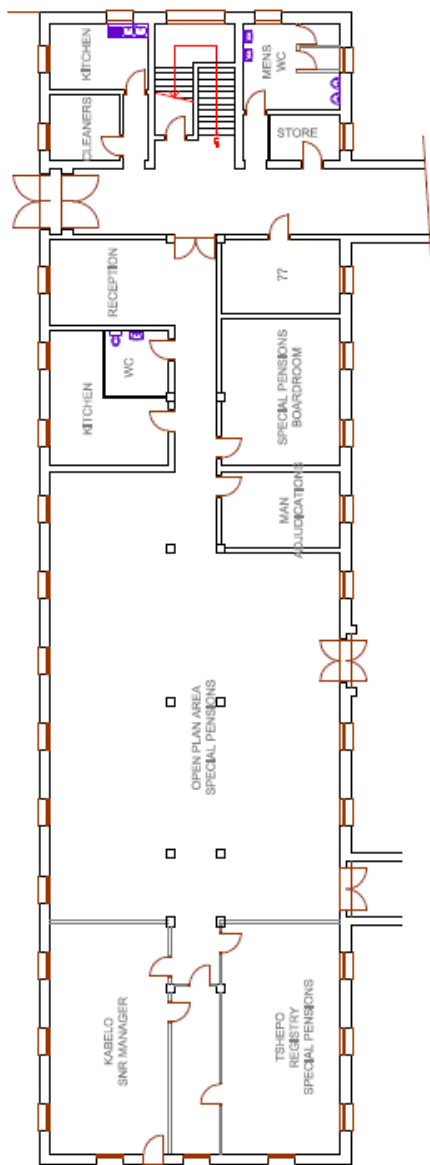


**LOWER GROUND FLOOR PLAN**  
**SCALE 1 : 200**



**GROUND FLOOR PLAN**  
**SCALE 1 : 200**

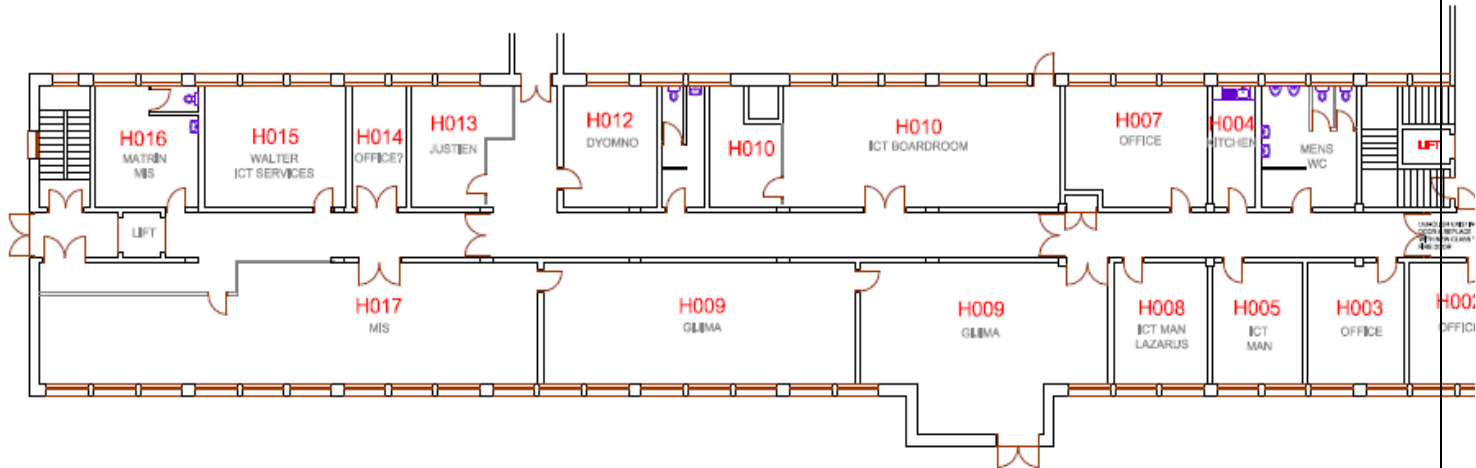




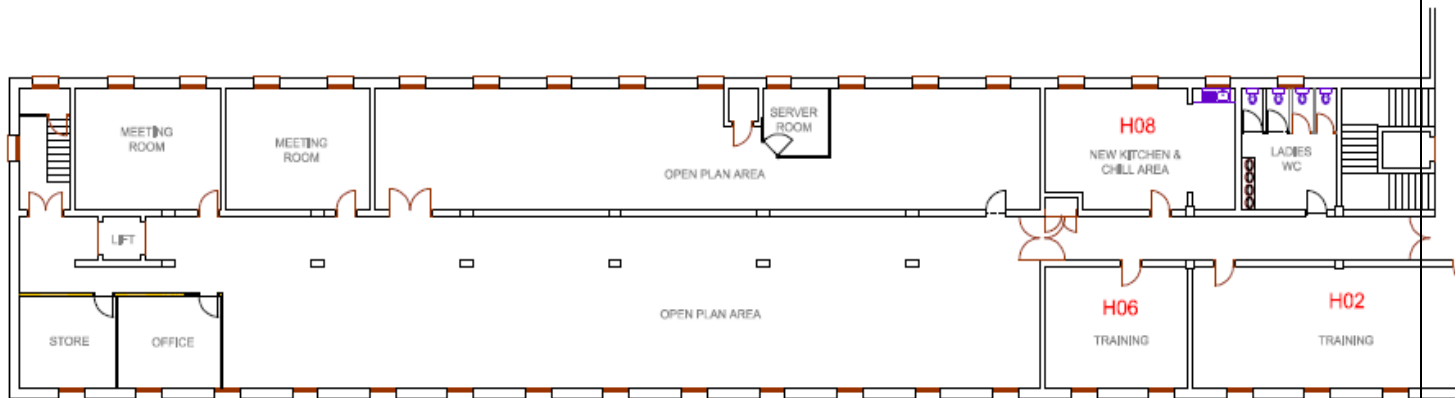






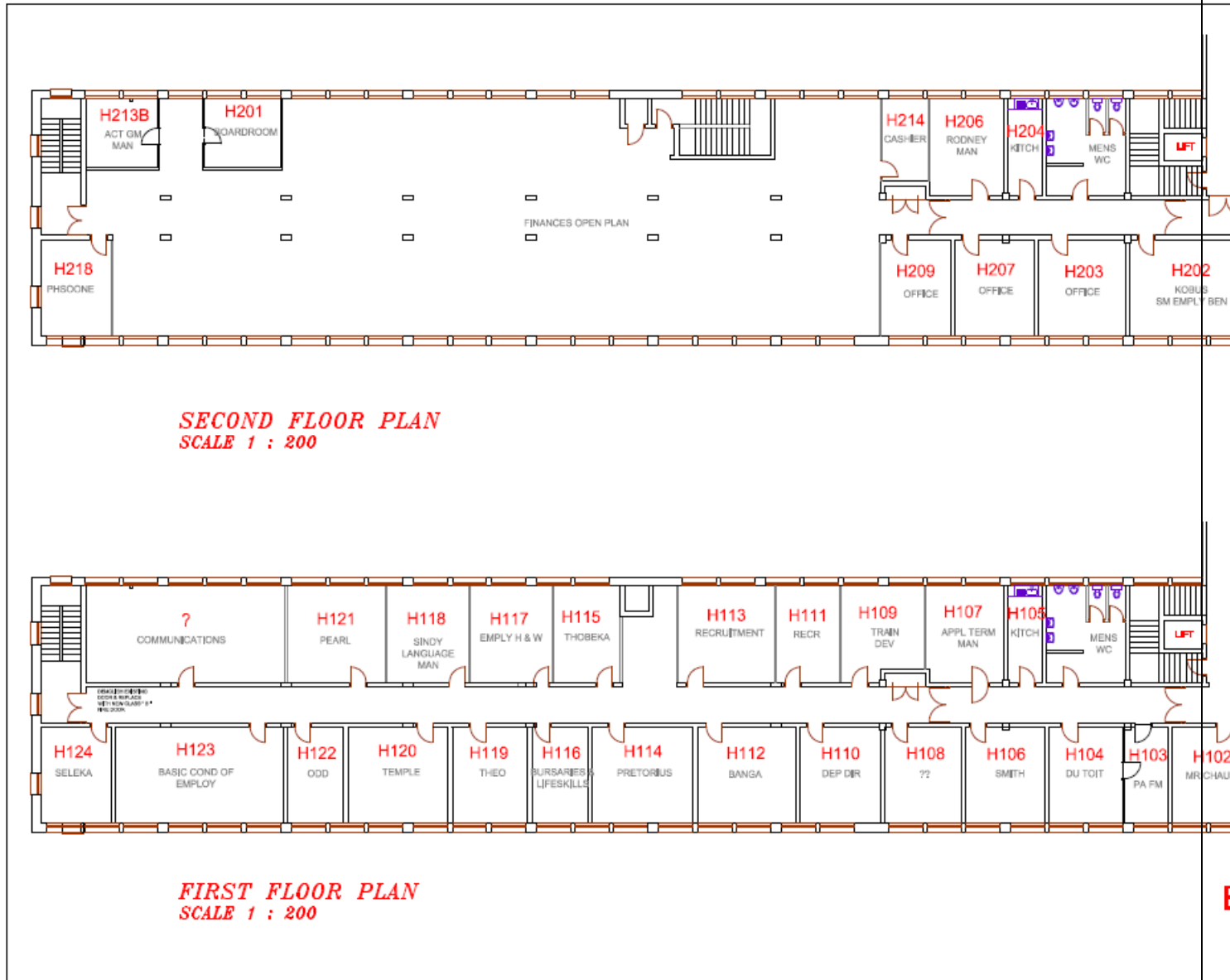


**GROUND FLOOR PLAN**  
**SCALE 1 : 200**



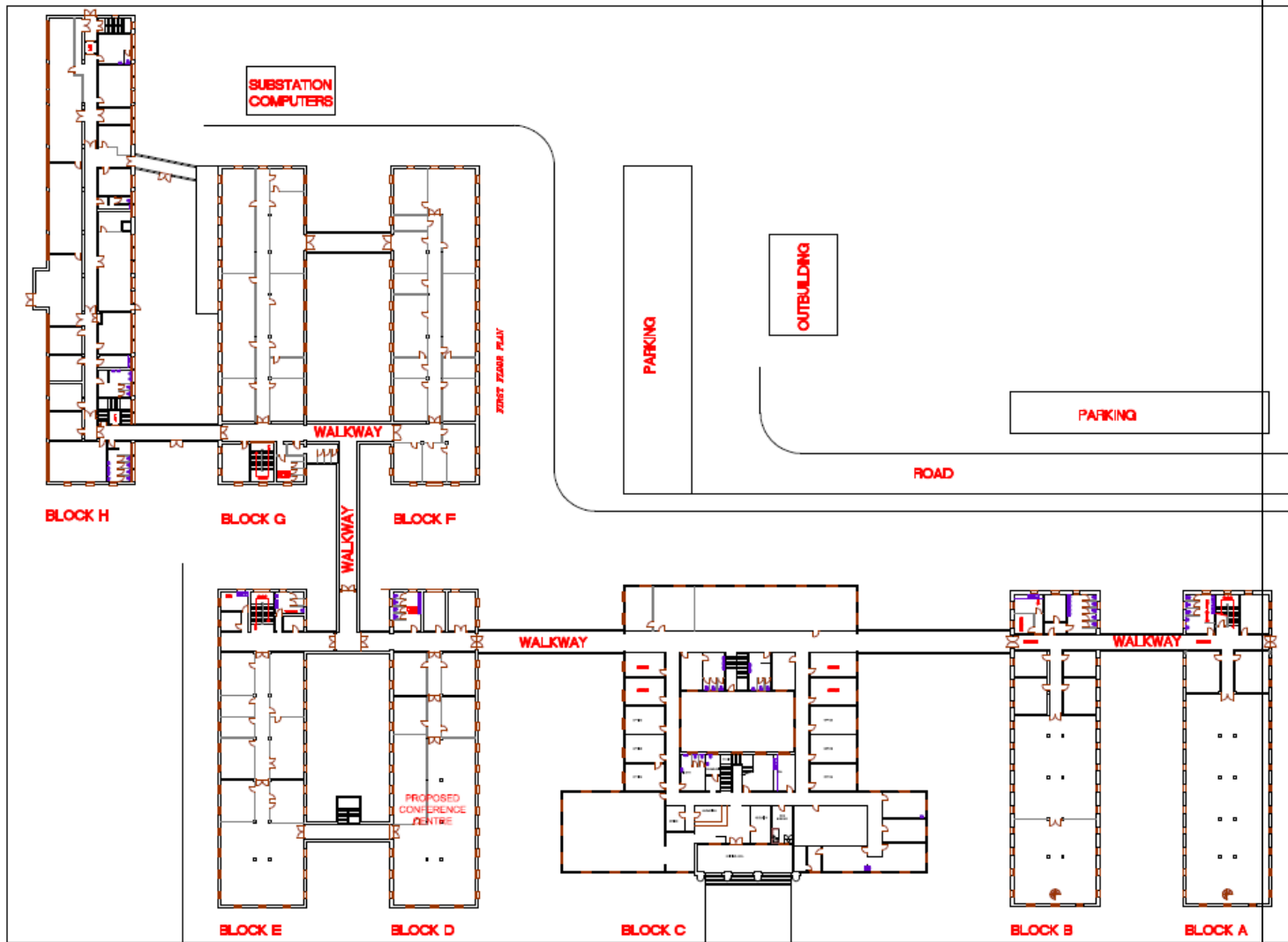
**BASEMENT**  
**SCALE 1 : 200**

**B**



**Site plan GPAA head office**

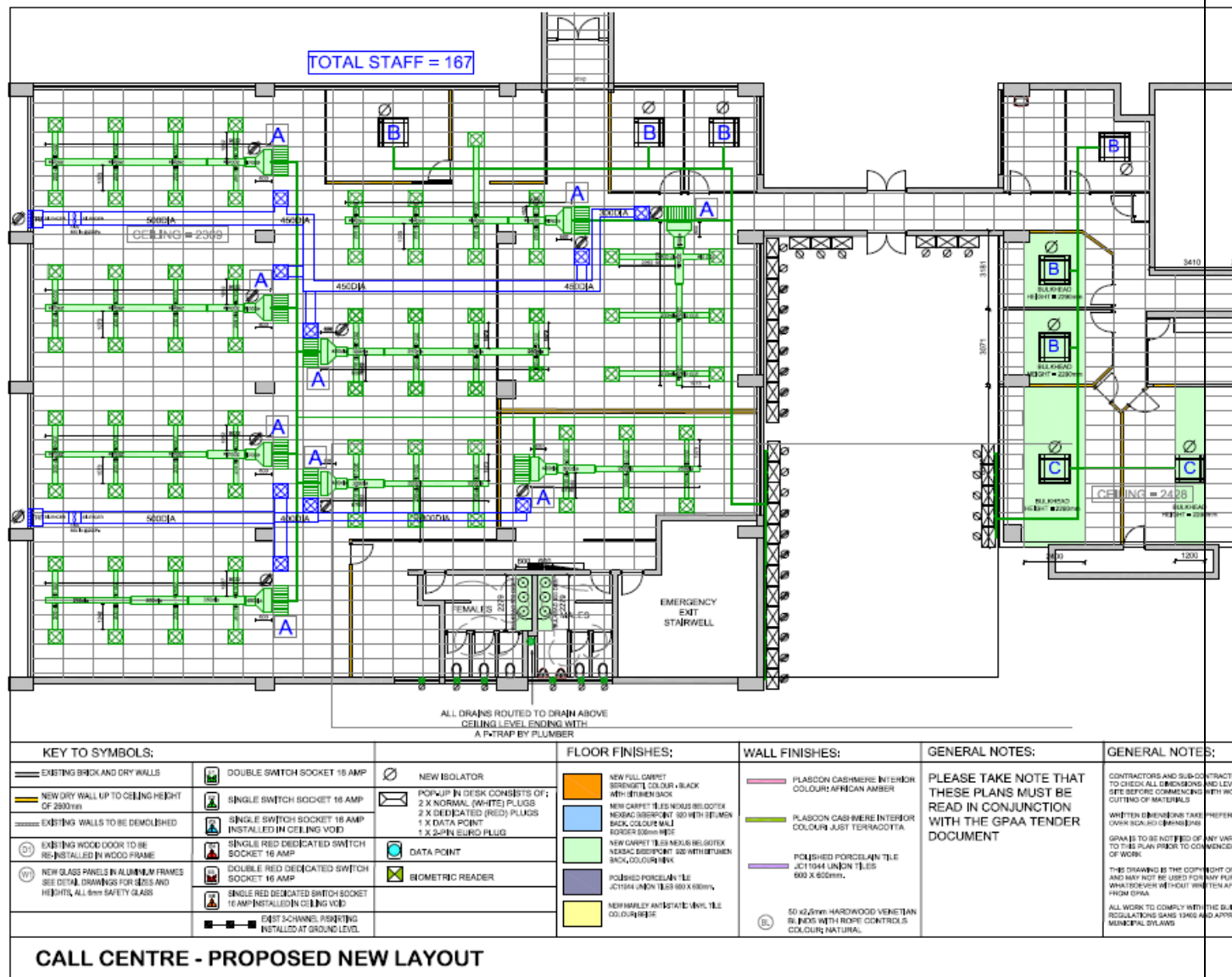
RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)



# APPENDIX G

RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)

Building drawings for GEPF client service centre (Kingsley Centre Office): layout plans



RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)



# APPENDIX H

## PRICING SCHEDULE(SBD3.1)

Labour Rates	Maintenance price/air-conditioning /month	Maintenance price/air-conditioning unit/year(1 <sup>st</sup> Year)	Maintenance price/air conditioning unit/year ( 2 <sup>nd</sup> year)	Maintenance price/air conditioning unit/year (3 <sup>rd</sup> year)
Normal time	R	R	R	R
Overtime/hour	R	R	R	R
Sunday/hour	R	R	R	R
Holiday/hour	R	R	R	R
On site - technician	R	R	R	R
	Total price per month	Total price year 1	Total price year 2	Total price year 3
Total Price( Vat inclusive)	R	R	R	
Total for three years( Vat inclusive)		R		

### 2.3.13 Extractor fans in the bathroom (Annexure B)

All extractor fans in the bathroom to be cleaned every three months

Cleaning of extractor Fans	Maintenance price per Quarter	Maintenance price/1 <sup>st</sup> year	Maintenance price/2 <sup>nd</sup> year	Maintenance price/3 <sup>rd</sup> year
Normal Time	R	R	R	R
Total for three years(VAT Inclusive)			R	R

RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)

## **6.TOTAL BID PRICE**

Having read through and examined the Tender Document, Tender no. **GPAA 19/2015**, the General Conditions, The Requirement and all other Annexes to the Tender Document, we to maintenance of air-conditioners to GPAA offices in Gauteng Province, for the total tendered contract sum of:

R \_\_\_\_\_ (including VAT)

In Words: R \_\_\_\_\_ (including VAT)

We confirm that this price covers all service to provide maintenance of air-conditioners for the GPAA, including but not limited to the supply of all required. We confirm that the GPAA will incur no additional costs whatsoever over and above this amount in connection with the services related to maintenance of air-conditioners to GPAA head office in Pretoria. We undertake to hold this offer open for acceptance for a period of **120 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client. Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals. We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender. We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

**SIGNED** \_\_\_\_\_ **DATE** \_\_\_\_\_

(Print name of signatory)

**Designation** \_\_\_\_\_

**FOR AND ON BEHALF OF:** **COMPANY NAME** \_\_\_\_\_

**Tel No** \_\_\_\_\_

**Fax No** \_\_\_\_\_

**Cell No** \_\_\_\_\_

RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)



**INVITATION TO BID**

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

BID NUMBER: **GPAA 19/2015**

CLOSING DATE: **2 September 2015**

CLOSING TIME: **11:00 am**

DESCRIPTION: **Installation and maintenance of air-conditioners.**

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

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

**The Chief Executive Officer**

**Government Pensions Administration Agency( GPAA)**

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 DO SO MAY  
RESULT IN THE BID BEING DISQUALIFIED) ALL STANADARD BIDDING DOCUMENT AS  
ATTACHED

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

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

CELLPHONE NUMBER .....

FACSIMILE NUMBER

CODE ..... NUMBER.....

RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)

VAT REGISTRATION NUMBER .....

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD2)?

YES/NO

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

## DECLARATION OF INTEREST

1. Any 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 (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the 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 authority 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 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number: .....
  - 2.3 Position occupied in the Company (director, shareholder etc): .....
  - 2.4 Company Registration Number: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....

\* "GPAA" 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

RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)

(e)Parliament.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:

.....

Name of state institution to which the person is connected:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

2.8.1 If so, furnish particulars **YES/NO**

.....

.....

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

2.9.1 If so, furnish particulars. **YES / NO**

.....

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.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the GPAA who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars. YES / NO

.....

2.11 Do you or any of the director's /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars: YES / NO

.....

.....

**DECLARATION**

I,THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.  
I ACCEPT THAT THE GPAA MAY 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

RFP for installations and maintenance of air-conditioners bid(GPAA 19/2015)

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>90</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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- 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.

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- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

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

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

**80/20                      or                      90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

#### 5. Points awarded for B-BBEE Status Level of Contribution

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12

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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

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[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;

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- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

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

2. ....

ADDRESS:.....

DATE:.....

.....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME)..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date

.....	.....
Position	Name of Bidder

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *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:

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

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



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting

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business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## Special Condition 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: **2 September 2015.**

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

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## **1.2. Validity of Bids**

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

## **1.3. Two-stage Bidding**

- 1.3.1 For this bid a two-stage bidding procedure will be used, under which first un-priced technical proposals on the basis of a conceptual design or performance specifications are invited. The price proposal will only be considered after the technical proposal has been confirmed as being competent and compliant.
- 1.3.2 Bidders are requested to submit their proposal in separate envelopes, with the technical proposal separated from the price proposal.
- 1.3.3 A minimum number of **six** (6) copies of the technical proposal are required as well as six(6) copies of the pricing proposal in a separate envelope.

## **1.4. Late Bids**

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

## **1.5. Clarification or Alterations of Bids**

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

## **1.6. Completeness of Documentation**

- 1.6.1. It will be ascertained whether bids:
- a. Include original and valid tax clearance certificates
  - b. Have been properly signed and completed
  - c. Are substantially responsive to the bidding documents
  - d. Are generally in order.
- 1.6.1.1. 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.

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

### **1.7. Rejection of all Bids**

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

## ***General Conditions of Contract***

### **GPAA PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

The purpose of this Annexure is to:

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

### **TABLE OF CLAUSES**

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

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- 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 any thing 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

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restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13. “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. “**GCC**” means the General Conditions of Contract.
- 1.15. “**Goods**” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract
- 1.16. “**Imported content**” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. “**Local content**” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. “**Order**” means an employee written order issued for the supply of goods for works or the rendering of a service.
- 1.20. “**Project site**,” where applicable, means the place indicated in bidding documents.
- 1.21. “**Purchaser**” means the organization purchasing the goods.
- 1.22. “**Republic**” means the Republic of South Africa.
- 1.23. “**SCC**” means the Special Conditions of Contract.
- 1.24. “**Services**” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25. "Written" or "in writing" means handwritten in ink or any form of 96 electronic or mechanical writing.

## **2. APPLICATION**

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

## **3. GENERAL**

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

## **4. STANDARDS**

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

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

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

- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by consultants 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,

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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

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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.