



the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

REQUEST FOR QUOTATION

RFQ: SCM 20160434 (OCT) 2016

Quotations are hereby invited for the following:

**RFQ: Maintenance of air-conditioners, repairs and installations At
GPAA Office – Mafikeng**

Closing date: 04 November 2016

Time: 12 Noon

Late submissions will not be considered.

ITEM NO	DESCRIPTION	QTY
	<p style="text-align: center;">maintenance of air-conditioners, repairs and installations At GPAA Office – Mafikeng Office no.4/17, Mega City. Mmabatho</p> <p style="text-align: center;">(Please see Annexure A on page 2 for full specification)</p>	

NOTICE TO ALL SUPPLIERS

QUOTES TO BE E-MAILED TO: quotations@gpaa.gov.za;

All quotations received with value R30 000 ≤ 1 million will be evaluated on the 80/20 point scoring basis. The 80 points will be for Price and 20 points are for Broad Based Black Economic Empowerment (BBBEE) for attaining the BBBEE Status.

Submit VALID Certified copies of their BEE certificate And TAX Clearance Certificate.

IF YOU ARE VAT REGISTERED- QUOTE MUST INCLUDE VAT.



the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

ANNEXURE A

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

At

GPAA Office (Mafikeng)

Office no.4/17, Mega City. Mmabatho

ALL BID DOCUMENTS TO BE HAND DELIVERED AT THE FOLLOWING ADDRESS :

**Government Pensions Administration Agency
Pensions Building
Attention: Supply Chain Management
34 Hamilton Street
Arcadia
Pretoria
0084**

**NB: PLEASE INCLUDE YOUR TAX CLEARANCE CERTIFICATE, ORIGINAL
CERTIFIED COPY OF B-BBEE CERTIFICATE, CSD REPORT AND CIDB
CERTIFICATE WHEN SUBMITTING YOUR QUOTATIONS**



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 leased property situated at No.4/17, Mega City in Mmabatho. GPAA 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 its clients.

GPAA identified a need to improve its business operations to cater for the needs and expectations of its customers and employees. To achieve this, an efficient and effective technical infrastructure should be in place to enable core business to achieve 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 experienced service provider to maintain, service and repair air conditioning units at GEPF regional office in Mafikeng.

3. OBJECTIVES

The main objectives are to procure the service providers that will perform the work as per the specification.

To provide a conducive working environment

4. SCOPE OF WORK

The scope comprises of;

- 4.1 Appendix A :Detail specification for maintenance of air-conditioners
- 4.2 Appendix B :Air-conditioning Register
- 4.3 Appendix C :Air-conditioning Maintenance schedule(HVAC maintenance requirement)
- 4.4 Appendix D : Pricing schedule



5. DELIVERABLES

The deliverables to be achieved;

- 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 workand,
- 5.6 The successful service provider will be appointed for a period of twelve (12) months.

6 CONDITIONS AND UNDERTAKINGS BY BIDDER BID

- 6.1 **The Bid forms should not be retyped or redrafted 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.

Signature(s) of Bidder or assignee(s)	Date
Name of signing person (in block letters)	
Capacity	
Are you duly authorized to sign this bid?	
Name of Bidder [company name] (in block letters)	
Postal address (in block letters)	
Domiciliumcitandi 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 will be negotiated.

Interpretation of requirements
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 in 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 on 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:

- 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 or by the 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 reflecting the above invoices must be submitted to GPAA by the 5th of each month.



8 Monitoring progress of deliverables

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

- Quality checks
- Quarterly reports providing details of the work done during that quarter
- Monthly Reports
- Regular meetings
- Memorandum of Understanding/Agreement

9 Competency and expertise requirements

The bidder should have the necessary expertise, capacity and previous experience in air-con services.

The compliance assessment should include the listed below;

9.1 Security background checks

Appointment of the successful bidders will be subject to;

- 9.1.1 Positive background (basic security checks),
- 9.1.2 5years experience in provision of air-con installation and maintenance services.



APPENDIX A

Air-conditioning specification and schedule

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

1.1 Scope of work

1.1.1 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)

1.2 Schedule of equipment to be maintained.

- All Jet Air units
- 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 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.



the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

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.



the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

APPENDIX B

Air-conditioning Register

ITEM	Room No.	Make	Capacity BTU/hr
1	Branch manager's office	Jet Air	18000
2	Supervisor's office	Jet Air	18000
3	CLO's office	Jet Air	18000
4	Walk in centre	Jet Air	18000
5	Walk in centre	Jet Air	18000
6	Walk in centre	Jet Air	18000
7	Server room	Jet Air	18000
8	Scanner room	Jet Air	18000
9	Training room	Jet Air	18000
10	Training room	Jet Air	18000
11	Board room	Jet Air	18000
12	Reception	Jet Air	18000
13	Reception	Jet Air	18000
14	Front office	Jet Air	18000
15	Front office	Jet Air	18000



APPENDIX C

Air-conditioning Maintenance schedule(HVAC maintenance requirement)

Routine Maintenance Schedule				
	DESCRIPTION	FREQUENCY		
		Monthly	Quarterly	Annually
3	PREVENTATIVE MAINTENANCE - EXTRACTION AND VENTILATION SYSTEMS			
3.1	MAINTENANCE TO DIRECT DRIVEN AXIAL FLOW EXTRACT FANS AND STAIRCASE PRESSURIZATION FANS			
3.1.1	Clean fan blades.		X	
3.1.2	Clean bird protection grilles.		X	
3.1.3	Check and lubricate motor bearings.		X	
3.1.4	Check and record running amps.		X	
3.1.5	Tighten all electrical connections.		X	
4	AIRCONDITIONING DISTRIBUTION BOARDS			
4.1	DISTRIBUTION BOARD BI MONTHLY SERVICE			
4.1.1	Visually inspect condition of equipment and wiring.	X	X	
4.1.2	Check and record ammeter and voltmeter readings.	X	X	
4.1.3	Check indicator lights and replace where necessary.	X	X	
4.1.4	Ensure all access panel are secure.	X	X	
5	CONTROLS			
5.1	PLANT CONTROLS			
5.1.1	Check output voltage of step-down transformer to ensure that correct low voltage is applied to the system.	X	X	
5.1.2	Check and tighten all electrical connections.	X	X	



5.1.3	Check that controllers are securely plugged into bases.	X	X	
5.1.4	Dampers – ensure that dampers open and close freely.	X	X	
5.1.5	Linkages – ensure that linkages are secured to shafts.	X	X	
5.1.6	Check and test operation of the following:	X	X	
5.1.7	Temperature controller/sensor units.	X	X	
5.1.8	Humidity controls.	X	X	

Routine Maintenance Schedule				
	DESCRIPTION	FREQUENCY		
		Monthly	Quarterly	Annually
5.1.9	Static pressure controls.	X	X	
5.1.10	Outdoor economy compensation controls.	X	X	
5.1.11	Step controllers, motors, cams, and limit switches.	X	X	
5.1.12	Temperature indicators.	X	X	
5.1.13	Check outside air thermostat for cooling start signal.	X	X	
5.1.14	Check operation of fire stats.	X	X	
5.2	FLOOR CONTROLS			
5.2.1	Check calibration of thermostats.		X	
5.2.2	Check set points.		X	
5.2.3	Check volume control box operators.		X	
5.2.4	Check heaters and controls.		X	
5.2.5	Check static pressure controls.		X	
5.2.6	Check volume control dampers.		X	
5.2.7	Check fire dampers.		X	
5.2.8	Check variable volume diffuser actuators, heater, limit switches and maximum air settings.		X	
5.2.9	Check for major leaks in ducting.		X	
5.2.10	Check for evidence of rodents nesting in ceiling voids.		X	
6	CONSOLE, SPLIT AND PACKAGED AIR CONDITIONING UNITS			



6.1	CONSOLE/SPLIT BI MONTHLY SERVICE			
6.1.1	Clean filter	X	X	
6.1.2	Clean unit exterior	X	X	
6.1.3	Check operation of unit	X	X	
7.1	CONSOLE/SPLIT ANNUAL SERVICE			X
7.1.1	Clean condenser coils			X
7.1.2	Clean evaporator coils			X
7.1.3	Clean condenser fan blades			X
7.1.4	Clean evaporator fan blades			X
7.1.5	Lubricate condenser motor bushes/bearings			X
7.1.6	Lubricate evaporator fan motor bushes/bearings			X
7.1.7	Check calibration of thermostat			X
7.2	PACKAGED AIR CONDITIONING UNITS BI MONTHLY SERVICE			
7.2.1	Clean filters.	X	X	
7.2.2	Clean condensate drain and drip trays.	X	X	
7.2.3	Check and adjust vee belts.	X	X	
7.2.4	Clean unit interior.	X	X	
7.2.5	Check wiring controls and crankcase heaters.	X	X	
7.2.6	Check for oil and refrigerant leaks.	X	X	
7.2.7	Ensure all access panels are secure.	X	X	
7.2.8	Check and record ambient, supply and return air temperatures.	X	X	
8	GENERAL			
8.1	MAINTAIN DESIGN CONDITION OF SYSTEM.			
8.1.1	The indoor daily temperature must be maintained at set point $\pm 0.5^{\circ}$ C within the comfort zone.	X	X	
8.1.2	The indoor air flow and noise levels must be maintained at acceptable levels in terms of the building strategy.	X	X	
8.1.3	The minimum fresh air required in terms of SABS specifications must be maintained.	X	X	
8.1.4	The indoor air quality must be acceptable to the occupants of the space.	X	X	
8.1.5	Optimum energy efficiency of the system must be maintained.	X	X	



the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

APPENDIX D

PRICING SCHEDULE

Labour Rates	Maintenance price/air-conditioning /month	Maintenance price/air-conditioning unit/ 12 months
Normal time	R	R
Overtime/hour	R	R
Sunday/hour	R	R
Holiday/hour	R	R
	Total price per month	Total price twelve months
Total Price(Vat inclusive)	R	R
Total for twelve months(Vat inclusive)	R	



the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

1. TOTAL BID PRICE

Having read through and examined the Document, no. **GPAA/2016**, the General Conditions, The Requirement and all other Annexes to the Document, we to maintenance of air-conditioners to GPAA office in North West Province, for the total 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 regional office in Mafikeng . 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 contract remains open for acceptance not to divulge to any persons, other than the persons to which the contract is submitted, any information relating to the submission of this contract or the details therein except where such is necessary for the submission of this contract.

SIGNED _____ **DATE** _____

(Print name of signatory)

Designation _____

FOR AND ON BEHALF OF: **COMPANY NAME** _____

Tel No _____

Fax No _____

Cell No _____

NB: PLEASE NOTE THAT WE ALSO NEED YOUR QUOTATION ON YOUR COMPANY LETTERHEAD



DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:



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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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



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

2.8.1 If so, furnish particulars:
.....
.....
.....

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

2.9.1 If so, furnish particulars.
.....
.....
.....

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

2.10.1 If so, furnish particulars.
.....
.....
.....

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

2.11.1 If so, furnish particulars:
.....
.....
.....



the gpa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

3 Full details of directors / trustees / members / shareholders.

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



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

COMPLETE IF QUOTATION IS R30 000 OR MORE

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.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION
Total points for Price and B-BBEE must not exceed	100



- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;



- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “sub-contract” **means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;**
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.



3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

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

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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



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

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

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

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

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

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.



5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

.....%

(ii) the name of the sub-contractor?

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

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



9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number
..... :

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

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

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

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



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

WITNESSES:

- 1.
2.

Signature box containing the text: SIGNATURE(S) OF BIDDER(S)

DATE:.....
ADDRESS:.....
.....



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

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