

**Government Pensions  
Administration Agency  
(GPAA)**

**Request for proposal (RFP) for the appointment of a panel of  
recruitment service providers for provision of  
Recruitment services  
to the  
Government Pensions Administration Agency (GPAA)**

**INSTRUCTION TO SUBMIT YOUR BID**

- Bid document must be in an envelope and correctly sealed
- Full name of the company, contact number, email address, and contact person written correctly on the envelope.
- Must be addressed to the GPAA, 34 Hamilton Street, Arcadia, Pretoria
- Bid documents which are not received and/or deposited in the tender box before or by 11h00 on the closing date will be marked as late and not be considered.
- It is the responsibility of the bidders to ensure that proper instructions are given to courier companies where to submit their bid. The GPAA will not be liable for any misplaced bid documents.

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## TERMS OF REFERENCE

### 1. OBJECTIVE

The Government Pensions Administration Agency (GPAA) intends to appoint a panel of service providers through a quality-based selection approach (QBS), to assist in the recruitment and selection of high calibre staff for the GPAA in line with Public Service legislation.

### 2. FUNCTIONS OF THE GPAA

The Government Pensions Administration Agency (GPAA) is a government component which reports to the Minister of Finance and administers funds and schemes on behalf of the Government Employees Pension Fund (GEPF), the largest pension fund in Africa, and National Treasury. It thus administers the pension affairs of approximately 1,7 million government employees and those of pensioners, spouses and dependants.

To meet the needs of our changing client base, the GPAA is modernising. In order for this modernisation to be effective, we are inviting Companies that will bring bright and enthusiastic professionals from all walks of life into our organisation. The GPAA want to partner with experienced and enthusiastic service providers who are interested in contributing towards positive change.

### 3. KEY OPERATIONAL INFORMATION

The GPAA is currently managing the process of placing advertisements, receiving responses, doing basic evaluation prior to providing short lists to the relevant line managers, conducting interviews and making recommendations to the CEO for appointment.

The GPAA needs to increase the efficiency and turn- around times of the recruitment process. Due to large volumes of recruitment from time to time as well as limited capacity within the Recruitment Unit, it has become necessary to appoint service providers to assist with future recruitment and selection needs.

### 4. SCOPE OF WORK

The services will include the recruitment of all potential employees, permanent, contract, temporary, learners and/or interns on both SMS level (13 and higher) and below SMS level (below level 13).

It will also include existing employees of the GPAA (permanent and contract) who have applied for higher/other positions within the GPAA.

The scope of work must be undertaken within the framework set out in the Public Service Regulations, 2016, Public Service Act, Departmental Policies and other applicable labour legislation and includes the following:

#### 4.1 Advertising of identified positions

This involves the advertising of positions in relevant media (newspapers, intranet, etc), identifying and using relevant headhunting strategies and identifying and providing CV's of candidates from vendor databases

#### 4.2 Sourcing applicants for vacant positions

Identifying and providing suitable CV's of candidates from vendor databases for temporary, contract and permanent positions that could not be filled by normal response handling.

#### **4.3 Response handling**

This process involves the collection of applications after a position was advertised up until delivering a shortlist to Human Resources section, with all the relevant administration needed and reports provided to support the shortlist.

#### **4.4 Partial response handling**

This involves the process of collecting a longlist after a position was advertised and conducting preliminary interviews or a form of assessment to reduce the longlist justifiably to a shortlist. It will include all the necessary administration and logistics required to ensure a shortlist is delivered.

#### **4.5 Acting as HR representative and scribe in interview proceedings**

This process involves substituting the HR official in his/her duties during the interview proceedings. Involves collating of results and providing guidance to the interview panel.

#### **4.6 Internships**

This process involves the same steps as the full services response handling on the applications received for internship opportunities advertised at the Department.

#### **4.7 Learnerships**

This process involves the same steps as the full services response handling on the applications received for Learnership opportunities advertised at the Department.

#### **4.8 Full Services Response handling**

This involves the process from collecting applications after a positions was advertised, providing a shortlist, arranging interviews and representing HR on the interviews up to writing a memo to the CEO for the appointment of the successful candidate. Liaise with successful candidate regarding the offer made. Include all the relevant administration needed and reports to substantiate the nomination.

#### **4.9 Psychometric evaluation**

Assist where this is identified by a line manager as a requirement by facilitating the process and providing the service through a third party if they do not offer the service in-house. This could also include the facilitation of competency based assessments as and when required by line managers.

#### **4.10 Providing of temporary resources**

Providing temporary resources as and when required which includes the sourcing and payment of the temporary workers' salaries for the period deployed at the GPAA **based on applicable salary scale determined by DPSC plus agreed fixed agency handling fee/mark-up %.**

#### **4.11 Sourcing of subject matter experts for SMS/MMS positions**

Overseeing the service provided by a subject matter expert in the recruitment process for SMS/MMS and any other position as requested by an appointing manager. Some of the services include but is not limited to: sourcing of the technical expert, meeting the appointing manager to obtain background information on the position recruiting for, technical questions for preliminary interviews, possible topic for presentation or case study and the marking thereof, serve on final panel interview. Agency to take responsibility for logistics around this process and the remuneration of the subject matter expert after which the Department will be billed for the services provided.

#### 4.12 Ad hoc

- Involve the background checks done on candidates shortlisted for the various processes. Could involve any other identified step during the recruitment process not mentioned above.
  - Provision of rooms to conduct interview and meetings with clients from time to time
  - Storage of documents (CV's) when required
  - ICT platform to host virtual meeting .e.g Zoom, Ms Team, Skype etc

Note:

To meet our standards and ensure conformity, the Department will furnish the Service Provider/s with all the documentation, information and templates which are necessary to perform the services under the agreement.

#### 5 **METHODOLOGY FOR SELECTING AND APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER ON APPROVED PANEL FOR ASSIGNMENTS**

The service providers to be appointed will be utilized on a need basis (as and when their services are required for the duration of the contract) in the execution of the specific projects. The panel will be used on rotation basis in line with contract rates

#### 6. **Duration of appointment**

The appointment will be for a period of three (3) years.

#### 7 **Conditions of proposal**

The Professional Service Provider should demonstrate the following;

- 7.1 Experience in recruitment services as indicated in the scope of work (refer to Section 4).
- 7.2 A successful track record of large scale recruitment projects done for recruitment purposes in an organisation similar or larger in employee size to GPAA (approximately a 1000 employees);
- 7.3 A detailed explanation of the methodology and approach that will be followed to conduct the different services requested.
- 7.4 An in-depth knowledge of recruitment, selection and placement of staff;
- 7.5 The Service Provider must be based in South Africa and have/demonstrated the ability and capacity to execute recruitment in all provinces.
- 7.6 Skilled and experienced team members to execute the range of activities and tasks specified in the terms of reference with integrity in a professional manner. This should include the CV's of the project team that will service the GPAA account. Project team members indicated in the tender should perform the work for GPAA.

#### 8. **PRICE**

- 8.1 In terms of the QBS approach a detailed financial proposal will be requested from the highest scoring bidders who qualified in terms of the functionality threshold of 60%. GPAA reserves the right to appoint five highest scoring bidders in the panel

Only the financial proposal of the companies who qualified in terms of the percentage threshold for functionality will be further evaluated.

- Refer to SBD 3.1 – pricing schedule

- GPAA reserves the right to negotiate if proposed rates are above the market rates/ Standard prices will be negotiated with successful bidders.
- *Rates/prices will be adjusted on the anniversary date of the SLA based on the actual Consumer Price Index for the twelve months preceding the anniversary date as published by the Department: Statistics South Africa.*

## 9. SERVICE PROVIDER OBLIGATIONS

The appointed service provider undertakes to:

- 9.1 Act as an independent contractor in respect of work;
- 9.2 Attend meetings with officials whenever required for purposes of obtaining information or advice with regard to the work and assignments or any matters arising there from or in connection therewith.
- 9.3 Exercise all reasonable skill, care and diligence in the execution of the work and shall carry out their obligations in accordance with international professional standards. The service provider shall in all professional matters act as faithful advisor to the GPAA as well as respecting the laws and customs of the country, including the following minimum mandatory and regulatory requirements:
- The Constitution of the Republic of South Africa, 1996, the Labour Relations Act, 1995 and the Employment Equity Act, 1998 as well as the GPAA's Employment Equity plans and targets in this regard.
  - Chapter 10 of the Constitution inter alia requires that good human resource practices be employed with employment and personnel management practices based on ability, objectivity, fairness and a need to redress imbalances of the past. Proposals and quotations should strongly subscribe to these principles.
  - The Public Service Act and Public Service Regulations
  - The GPAA's policies and procedures around recruitment and selection
  - Minimum Information Security Standards (MISS)
- 9.4 Satisfy itself as to the correctness and sufficiency of the rates and prices set out in the quotation for the work to be rendered.
- 9.5 Plan and provide for all possible risks that may affect the delivery of the project on time.
- 9.6 Ensure that the services provided is of a high standard as per agreed templates and level of detail required.
- 9.7 Engage meaningfully with the GPAA HR staff throughout each project and
- 9.8 Be available to assume work with immediate effect.

## 10 EVALUATION CRITERIA

### 10.1 Proposal Submission Format and Evaluation Criteria

### 10.2 Submission Format

Service Providers are required to structure their responses as depicted in the table below.

This bid will follow a four-phase evaluation process, the first phase being an evaluation of mandatory requirement. Followed by second phase being functionality, third phase being administrative compliance, as per criteria set out in the table above and the fourth being price and preference points evaluated in terms of the PPR 2017 using the 80/20 or 90/10 criteria.

**Values: 1 – 5- Scoring will be conducted by applying the value approach of 1-5 on each criteria**

|          |             |          |               |               |
|----------|-------------|----------|---------------|---------------|
| Poor = 1 | Average = 2 | Good = 3 | Very Good = 4 | Excellent = 5 |
|----------|-------------|----------|---------------|---------------|

**PHASE 1: Mandatory requirement**

- **Submission of technical proposal**

**PHASE 2: Functionality**

| Weight | Evaluation Criteria             | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 35%    | <b>Company Experience</b>       | <p>The Service Provider must clearly state the experience in providing Recruitment Services</p> <p>Should have successfully completed minimum of three traceable projects/services rendered in recruitment services, the Service provider should include a minimum of three signed reference letters on the client's official letterhead indicating services rendered, period of the project, project value with exposure to recruitment service in the corporate space</p>                       |
| 20%    | <b>Capacity (10%)</b>           | <p>Qualifications and experience of the key staff in relation to the scope of work.</p> <p><u>Account Manager</u></p> <ul style="list-style-type: none"> <li>• National Diploma/Degree/Honors or Higher in Human Resources/Business Administration/Industrial and organizational Psychology <b>Plus:</b></li> <li>• Minimum of 8-10 years of relevant experience in any of the services indicated in the scope of work</li> </ul> <p>Provide summarized Curriculum Vitae and Qualifications</p>   |
|        | <b>(10%)</b>                    | <p><u>Support Staff</u></p> <ul style="list-style-type: none"> <li>• Relevant three years Qualifications/ NQF Level 6 <b>Plus:</b></li> <li>• Minimum of 3 years of relevant experience in any of the services indicated in the scope of work</li> </ul> <p>Provide summarized curriculum Vitae and Qualification</p>                                                                                                                                                                             |
| 45%    | <b>Technical Approach (45%)</b> | <p>The Service Provider should:</p> <p>Provide a detailed outline of the project technical approach</p> <ul style="list-style-type: none"> <li>• Approach, methodology and tools by demonstrating their understanding of the requirements and expectations of GPAA as outlined in the scope of the work (30%)</li> <li>• Project deliverables– by describing in detail their project plan, and how these will assist GPAA in achieving their objectives as per the scope of work (15%)</li> </ul> |
| 100%   |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

**PHASE 3: ADMINISTRATIVE REQUIREMENT**



|  |                                                                                                                                                                                                                                |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"> <li>• CSD Tax compliant report at the date when the bid is submitted</li> <li>• All Standard bidding document must be completed in full (SBD1, SBD 4, SBD 6.1, SBD 8, and SBD 9)</li> </ul> |
|  |                                                                                                                                                                                                                                |
|  |                                                                                                                                                                                                                                |
|  |                                                                                                                                                                                                                                |
|  | <i>Bidders who do not submit the requested documents, will be given a maximum of 2 days to submit, failure will render your bid unacceptable, therefore you will be disqualified.</i>                                          |
|  | <i>Note: Service providers with no tax compliant will be afforded seven workings days to correct none-compliant in the CSD.</i>                                                                                                |

**NOTE: The reference to minimum in the criteria should be seen as a score of (3), being considered good.**

**GUIDE TO RESPOND**

**Phase I: Mandatory Requirements**

- **Submission of Technical Proposal**

**Phase II (FUNCTIONALITY)**

**B.1 Company Experience**

- Should have successfully completed minimum of three traceable projects/services rendered in recruitment services
- The Service provider should include a minimum of three signed reference letters on the client’s official letterhead indicating services rendered, period of the project, project value with exposure to recruitment services in the corporate space

**B.2 Capacity: Qualifications and Experience of the Key Staff**

- Account Manager
  - Support Staff
- (Summarized CV and copies of qualifications)

**B.3 Technical Approach**

- Provide a detailed outline of the project technical approach
- Approach, methodology and tools by demonstrating their understanding of the requirements and expectations of GPAA as outlined in the scope of the work
  - Project deliverables– by describing in detail their project plan, and how these will assist GPAA in achieving their objectives as per the scope of work

**Phase III Administrative compliance**

- CSD Tax compliance report
- Fully completed SBD (SBD1, SBD 4, SBD 6.1, SBD 8, and SBD 9)

**Phase IV: Pricing and B-BEEE**

Price and preference points evaluation will be done in terms of the PPR 2017 using the 80/20 or 90/10 criteria.

Bidder who do not submit original or certified copy of B-BBEE Status Level Verification Certificates or Sworn Affidavit on the closing date and time or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE

| PHASE 4: Pricing and BBBEE points claimed |     |                                          |
|-------------------------------------------|-----|------------------------------------------|
| 80                                        | 90  | Price                                    |
| 20                                        | 10  | Preference Points (BBBEE points claimed) |
| 100                                       | 100 | Total                                    |

N.B.: The minimum qualifying score for functionality in this bid is **60%**. Service provider who fail to meet the minimum qualifying score of **60%** will be eliminated and not considered for the third phase of evaluation. **GPAA reserves the right to appoint five highest scoring bidders in the terms price and BBBEE**

**Disclaimer:** The shortlisted bidders will be **subjected to a due diligence and risk assessment exercise**. The outcome of these exercises will influence the conclusion of the bidding process

- The due diligence will be based on the verification of information contained in the bidder's proposal
- Risk assessment will be conducted by outsourced service provider with a mandate from GPAA, would focus on but not limited to company history, financial information, directors of the company, business interest, any judgement against the company or directors, etc

**Annexure A**

**(GPAA)**

**SCM**

***Standard Documents***

SBD1

**PART A  
INVITATION TO BID**

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

|             |                                                                                                                                                                                       |              |                         |              |                |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------|--------------|----------------|
| BID NUMBER  | <b>GPAA 01/2022</b>                                                                                                                                                                   | CLOSING DATE | <b>07 February 2022</b> | CLOSING TIME | <b>11:00am</b> |
| DESCRIPTION | Request for proposals (RFP) for appointment of a panel of recruitment service providers for provision of Recruitment services to the Government Pensions Administration Agency (GPAA) |              |                         |              |                |

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**34 HAMILTON STREET**

**ARCADIA**

**PRETORIA**

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO |                                     | TECHNICAL ENQUIRIES MAY BE DIRECTED TO |  |
|------------------------------------------------|-------------------------------------|----------------------------------------|--|
| CONTACT PERSON                                 | <b>WILLIAM RAMOROKA</b>             | CONTACT PERSON                         |  |
| TELEPHONE NUMBER                               | <b>N/A</b>                          | TELEPHONE NUMBER                       |  |
| FACSIMILE NUMBER                               | <b>N/A</b>                          | FACSIMILE NUMBER                       |  |
| E-MAIL ADDRESS                                 | <b>William.Ramoroka@gpaa.gov.za</b> | E-MAIL ADDRESS                         |  |

**SUPPLIER INFORMATION**

|                                             |                                                                                   |           |                                                                                                                             |
|---------------------------------------------|-----------------------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------|
| NAME OF BIDDER                              |                                                                                   |           |                                                                                                                             |
| POSTAL ADDRESS                              |                                                                                   |           |                                                                                                                             |
| STREET ADDRESS                              |                                                                                   |           |                                                                                                                             |
| TELEPHONE NUMBER                            | CODE                                                                              |           | NUMBER                                                                                                                      |
| CELLPHONE NUMBER                            |                                                                                   |           |                                                                                                                             |
| FACSIMILE NUMBER                            | CODE                                                                              |           | NUMBER                                                                                                                      |
| E-MAIL ADDRESS                              |                                                                                   |           |                                                                                                                             |
| VAT REGISTRATION NUMBER                     |                                                                                   |           |                                                                                                                             |
| SUPPLIER COMPLIANCE STATUS                  | TAX COMPLIANCE SYSTEM PIN                                                         | <b>OR</b> | CENTRAL SUPPLIER DATABASE No                                                                                                |
|                                             |                                                                                   |           | MAAA                                                                                                                        |
| BBBEE STATUS LEVEL VERIFICATION CERTIFICATE | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No |           | BBBEE STATUS LEVEL SWORN AFFIDAVIT<br><br>[TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No |

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

|                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                                                                                                                           |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                                                                                                                                        |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE                                                                                                                                                                                                                                                       |
| 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. |
| 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.                                |
| 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.                                                                                        |

|                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                            |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.                                                                                                                                                   |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.                                  |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.                                                                                                                                                 |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.                                                                  |
| 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.                                                                                |

|                                                                                                                                                                                                                                        |                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                                   |                                                       |
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?<br>NO                                                                                                                                                             | <input type="checkbox"/> YES <input type="checkbox"/> |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?<br>NO                                                                                                                                                                                   | <input type="checkbox"/> YES <input type="checkbox"/> |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?<br>NO                                                                                                                                                                  | <input type="checkbox"/> YES <input type="checkbox"/> |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?<br>NO                                                                                                                                                                       | <input type="checkbox"/> YES <input type="checkbox"/> |
| <b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b> |                                                       |

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**DECLARATION OF INTEREST**

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

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –  
 (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);  
 (b) any municipality or municipal entity;  
 (c) provincial legislature;  
 (d) National Assembly or the National Council of Provinces; or  
 (e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: .....

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

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

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

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

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

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

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

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

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between 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:  
.....  
.....





**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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, 2017.**

**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 R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based

Black Economic Empowerment Act;

- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) Status level certificate issued by an authorized body or person; B-BBEE
  - 2) affidavit as prescribed by the B-BBEE Codes of Good Practice; A sworn
  - 3) requirement prescribed in terms of the B-BBEE Act; Any other
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1 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

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (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                                         | 6                                      | 14                                     |
| 4                                         | 5                                      | 12                                     |
| 5                                         | 4                                      | 8                                      |
| 6                                         | 3                                      | 6                                      |
| 7                                         | 2                                      | 4                                      |
| 8                                         | 1                                      | 2                                      |
| Non-compliant contributor                 | 0                                      | 0                                      |

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

7.1.1 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 or QSE

*(Tick applicable box)*

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

| <b>Designated Group: An EME or QSE which is at least 51% owned by:</b> | <b>EME</b><br>√ | <b>QSE</b><br>√ |
|------------------------------------------------------------------------|-----------------|-----------------|
| Black people                                                           |                 |                 |
| Black people who are youth                                             |                 |                 |
| Black people who are women                                             |                 |                 |
| Black people with disabilities                                         |                 |                 |
| Black people living in rural or underdeveloped areas or townships      |                 |                 |
| Cooperative owned by black people                                      |                 |                 |
| Black people who are military veterans                                 |                 |                 |
| <b>OR</b>                                                              |                 |                 |
| Any EME                                                                |                 |                 |
| Any QSE                                                                |                 |                 |

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

8.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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(S) OF BIDDERS(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?<br>(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<br><input type="checkbox"/> | No<br><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)?<br><b>To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b> | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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
  - (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.

SBD9

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

<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.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**Annexure B**

**(GPAA)**

**SCM**

***Special Conditions of Contract***

**Special Conditions of Contract****General Notes**

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

- (i) Draw special attention to certain special conditions applicable to Bids, Contracts, Agreements and Orders of the Government Pensions Administration Agency (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: **07 February 2022**

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

1.1.4. Compulsory Briefing session: **N/A**

**1.2. Validity of Bids**

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

**1.3. Four-stage bidding Process**

1.3.1 This bid will follow a four-phase evaluation process, the first phase being an evaluation of mandatory requirement. Followed by second phase being functionality, third phase being administrative compliance, as per criteria set out in the table above and the fourth being price and preference points evaluated in terms of the PPR 2017 using the 80/20 or 90/10 criteria.

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

1.3.1. A minimum number of **three** (3) copies of the technical proposal are required as well as **three** (3) copies of the pricing proposal in a separate envelope.

1.3.2. Only suppliers who meet the minimum of 60% on functionality will be considered for third stage of evaluation.

**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. Have been properly signed and completed
- b. Are substantially responsive to the bidding documents
- c. Have all the necessary documents attached
- d. Are generally in order.

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

1.6.3. 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.

**1.9 Details of location of various GPAA offices**

**Government Pensions Administration Agency (Pretoria)**

| Street Address                                                            | Postal Address                                                                                                 |
|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <b>GPAA Provincial Offices</b>                                            | <b>GPAA Satellite Offices</b>                                                                                  |
| <b>Eastern Cape</b>                                                       | <b>Johannesburg</b>                                                                                            |
| No. 12, Global Life Building<br>Circular Drive<br>Bisho                   | 2nd Floor, Lunga House, 124 Marshall Street (Cnr<br>Marshall & Eloff – Gandhi Square Precinct)<br>Marshalltown |
| <b>Free State</b>                                                         | <b>Port Elizabeth</b>                                                                                          |
| No 2 President Brand Street<br>Bloemfontein                               | Ground Floor, Kwantu Towers<br>Vuyisile Mini-Square, next to City Hall                                         |
| <b>Kwazulu-Natal</b>                                                      | <b>Mthatha</b>                                                                                                 |
| 3rd Floor, Brasfort House<br>262 Langalibalele Street<br>Pietermaritzburg | Room 54, 8th Floor, PRD Building<br>Sutherland Street                                                          |
| <b>Limpopo</b>                                                            | <b>Durban</b>                                                                                                  |
| 87 Bok street<br>Polokwane                                                | 8th Floor, Salmon Grove Chambers<br>407 Smith Street                                                           |
| <b>Mpumalanga</b>                                                         |                                                                                                                |
| 19 Hope Street<br>Ciliata Building<br>Block A, Ground Floor<br>Nelspruit  |                                                                                                                |
| <b>North West</b>                                                         |                                                                                                                |
| Mmabatho Mega City<br>Ground Floor, Entrance 4<br>Mafikeng                |                                                                                                                |
| <b>Northern Cape</b>                                                      |                                                                                                                |
| Ground Floor, 11 Old Main Road<br>Kimberley                               |                                                                                                                |
| <b>Western Cape</b>                                                       |                                                                                                                |
| 21st floor, No 1 Thibault Square<br>Long Street<br>Cape Town              |                                                                                                                |

**1.10 Project team to service GPAA**

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

**Annexure C**

**(GPAA)**

**SCM**

***General Conditions of Contract***

**GPAA PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

The purpose of this Annexure is to:

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

**TABLE OF CLAUSES**

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



**1. DEFINITIONS**

The following terms shall be interpreted as indicated:

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

at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

## 2. APPLICATION

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

## 3. GENERAL

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

## 4. STANDARDS

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

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

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the

supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

## 6. PATENT RIGHTS

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

## 7. PERFORMANCE

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

## 8. INSPECTIONS, TESTS AND ANALYSES

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there is no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing Energy Board concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. PACKING**

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

## **10. DELIVERY OF DOCUMENTS**

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

## **11. INSURANCE**

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

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  - performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - a.furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - b.furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - c.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

d.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 fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

**17. PRICES**

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

**18. CONTRACT AMENDMENTS**

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

**19. ASSIGNMENT**

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

**20. SUBCONTRACTS**

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

**21. DELAYS IN THE SUPPLIERS PERFORMANCE**

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authorities.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. PENALTIES**

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the

delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### **23. TERMINATION FOR DEFAULT**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- a.if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - b.if the Supplier fails to perform any other obligation(s) under the contract; or
  - c.if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

### **24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

### **25. FORCE MAJEURE**

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### **26. TERMINATION FOR INSOLVENCY**

- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

### **27. SETTLEMENT OF DISPUTES**

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,  
a.the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
b.the purchaser shall pay the supplier any monies due the supplier.
- 27.6. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

## **28. LIMITATION OF LIABILITY**

- 28.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser.
- 28.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. GOVERNING LANGUAGE**

- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. APPLICABLE LAW**

- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31. NOTICES**

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. TAXES AND DUTIES**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.



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 CSD tax compliant report , submitted by the bidder.