the gpaa
Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

| YOUR BENEFITS our responsibility |

GPAA 10/2026

As Per RFB 1183

THE APPOINTMENT OF A SERVICES PROVIDER TO PROVIDE PROJECT MANAGEMENT OFFICE SERVICES FOR A PERIOD OF 3 YEARS

Publication Date	03 November 2026
Closing Date and Time	**24 November 2026, 11:00am**
Compulsory Briefing Session	Non-Compulsory Online Briefing Session 11th November 2026 11:00am **Join:** https://teams.microsoft.com/meet/3327667395446818?p=mFJWt3E7gmFSclglGT Meeting ID: 332 766 739 544 681 8 Passcode: LZ2Ng6Wa
Tender Submission Address	Online submission of proposals Tenders should be uploaded on the e-Tender portal (**www.etenders.gov.za**) **No Physical submissions will be accepted**
Tender Validity	120 Days
Contract Duration	3 years
Enquiries	All tender clarification enquiries and questions must be submitted in writing to: **tenderenquiries@gpaa.gov.za** • Closing date for written clarification enquires will be **16 November 2026** • Questions and Answers will be uploaded into the GPAA's website and E-tender portal on **18 November 2026** **For enquiries relating to eTender submissions, please contact the National Treasury**: • Telephone: +27 (0)12 406 9222 • Email: etenders@treasury.gov.za

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1. PURPOSE OF THE REQUEST FOR PROPOSAL

1.1 The purpose is to request proposals from reputable and qualified companies to provide Project Management Office services as described in this document.

1.2 The GPAA needs to implement multiple projects focused on enabling the GPAA strategic objectives and requires a comprehensive service as per the scope below.

1.3 The services will include service level agreements where required for project/service delivery relevant systems and applications used by the GPAA. Services will be executed monthly, and the service provider will invoice monthly for the services rendered to the Government Pensions Administration Agency (GPAA).

2. INTRODUCTION AND BACKGROUND

The GPAA administers the pension affairs of approximately 1,85 million government employees, pensioners, and beneficiaries. It has a national footprint of 16 regional offices, co-location sites and a Head Office at Pretoria. In order to meet the changing needs of its diverse client base, the GPAA embarked on an initiative to consolidate all the various legacy solutions (Benefit Administration and Electronic content) used to administer the funds and schemes and at the same time replace it with current technologies that are aligned with the global industry standards and trends in terms of Benefit Administration, Client Relationship Management and Financial Management.

The GPAA makes use of different technology solutions to administer the funds and the schemes. Most of these are legacy solutions, not being capable of providing functionalities and capabilities used in modern solutions to service the clients effectively and efficiently. The clients that the GPAA must render services to spans several eras (age groups) with different levels of technology literacy.

3. SCOPE OF WORK/TERMS OF REFERENCE

The service will comprise the following key components:

3.1 Drive the project planning session aimed at unpacking the project plan in conjunction with GPAA internal and external stakeholders.

3.2 Mapped stakeholder matrix per solution being implemented.

3.3 Define and implement project plan covering project scope, budget, timeline, benefit realisation, resource allocation, communication, change management and training plan.

3.4 Liaise with GPAA internal and external stakeholders

3.5 Manage the change control process for each project.

3.6 Facilitate and coordination of project team meetings.

3.7 Prepare project performance status reports and closeout reports.

3.8 Develop and obtain approvals of project charter and governance structures.

3.9 Prepare and manage project risk registers.

3.10 Review of project expenditure prior to payments can be made to a service provider.

3.11 Manage the change management and communication plan together with the Project Sponsor and Project Owner.

3.12 Implement, monitor, evaluate and control project performance.

3.13 Maintain all project documentation according to GPAA approved project file structure.

3.14 The following knowledge, skills sets and attributes will be required to deliver on the service:

3.14.1 Current knowledge and experience in project management.

- Project Financial Management and Reporting
- Project Governance Management
- Project Portfolio Management
- Business Process Management
- Business System Implementation
- Project Conceptualisation and Initiation
- Project Monitoring and Execution
- Project Risk Management

3.14.2 Current knowledge and experience in benefits administration associated with:

- Digital Transformation
- Operational efficiency and effectiveness models
- Process Optimisation

3.14.3 Experience on a formal System Development Lifecycle Management (SDLC).

3.14.4 Knowledge of GEP Law.

3.14.5 Understanding of project management principles and methodology, to ensure that the contracted internal and external SLAs are met.

3.15 The service will be deliverables-based including, but not limited to the following activities:

3.15.1 Successful development, testing and deployment of the projects within the Project Management Office.

3.15.2 Reporting and troubleshooting on special projects initiated by the GPAA.

3.15.3 Transfer of project management knowledge to the team responsible for the implementation of the new solutions.

3.15.4 New project implementation and execution of project deliverables and actions as and when required.

4. PROJECT MANAGEMENT METHODOLOGY

The GPAA has an approved Project Management Framework that the service provider will adhere to. The agile project management methodology will be adopted as follows:

4.1 Phased system implementation approach with clearly articulated milestones, deliverables, activities, and timelines.

4.2 Robust change management plan, communication, and user training.

4.3 Agile system development and deployment.

4.4 Project implementation team comprising of GPAA representatives, ICT.

5. PROJECT PERFORMANCE OUTCOMES AND MEASURES

The service delivery team provided by the service provider shall be measured based on project performance outcomes and measures including, but not limited to the following:

5.1 Approved project charters.

5.2 Signed project plans for each project allocated to them.

5.3 Weekly, monthly or quarterly project progress status report prepared and reviewed.

5.4 Project risk matrix or profile.

5.5 Approval and sign-off of the solution and technical design and implementation plan.

5.6 Approved system test grid.

5.7 Project disbursement pack and project expenditure records.

5.8 Milestone deliverables sign-off documents.

5.9 Implemented solution, within scope, time, and budget.

5.10 Report on user training and system testing conducted.

5.11 Project closeout report.

5.12 Project benefits realisation.

Project Deliverables/Outcomes for a specific project must cover the following

Key deliverable/Outcome
Project plan (milestones, deliverables, budget, resources and timelines)
Project Charter
Project budget and disbursement management
Approval and sign-off of the technical design and implementation plan

Approved business requirements specification
Development and Unit testing requirements
Successful QA testing
Successful UAT
Successful deployment into production environment
Project Reporting (weekly, monthly, ICT Steering Committee)
Project Closure

6. DURATION

The service will be required for a period of 3 years.

7. LOCATION

The services will be delivered and executed onsite at the GPAA Head Office in Arcadia, Pretoria. Any alternative arrangements will be managed and approved in writing by the GPAA where operationally feasible.

8. SUBMISSION INSTRUCTIONS

General Instructions:

8.1 Bidders must pay attention to the Standard Conditions of Tender and all other aspect of the RFP document.

8.2 Bidders must submit their complete bid electronically via the National Treasury eTender Portal (www.etenders.gov.za).

8.3 No physical submissions, hand-delivered documents, or courier deliveries will be accepted.

8.4 No envelopes, packaging, or physical labelling requirements apply.

8.5 Late submissions cannot be uploaded after the closing date and time; the eTender Portal will automatically prevent late uploads.

8.6 Bidders are responsible for ensuring successful electronic upload before the closing time. GPAA will not be held liable for unsuccessful electronic uploads.

8.7 The GPAA requires that the Pricing Schedule (SBD 3.3) be uploaded separately on the eTender system and clearly labelled as such. All company details—including the full company

name, physical address, contact number, email address, contact person, and the bid closing date—must be entered correctly in the fields provided on the eTender portal.

9. PRICING

9.1 Bidders must complete the prescribed SBD 3.1 Pricing Schedule electronically in the format provided and upload the fully completed and signed document via the National Treasury eTender Portal (www.etenders.gov.za) as part of their online submission.

9.2 The pricing schedule must be uploaded as a separate electronic file clearly labelled “Pricing Schedule (SBD 3.3)”.

9.3 An incomplete, unsigned, or partially signed pricing schedule — including any missing initials or any field left blank where information, signatures, or initials are required — will be deemed non-compliant and will result in automatic disqualification.

9.4 Bidders should populate the attached SBD 3.3 excel pricing schedule digitally on shaded rows, print the populated document, sign and upload on eTender portal.

9.5 Only the financial proposal of acceptable bidders will be further evaluated.

10. OVERALL EVALUATION PROCESS

This bid will be evaluated in accordance with a structured four-phase evaluation process to ensure transparency, and compliance with applicable procurement legislation and GPAA policies**.**

The evaluation phases are as follows:

Phase 1 –Mandatory Requirements & Mandatory Functional Criteria

Phase 2 – Rated Criteria

Phase 3 – Administrative Compliance

Phase 4 – Price Preference Evaluation

Bidders must comply with the requirements of each phase to progress to the next phase. Failure to meet the requirements of any phase will result in disqualification from further evaluation.

Bidders are required to structure their responses to the Functional / Technical Evaluation as depicted in that section below.

10.1 Phase 1 - Mandatory Requirements & Mandatory Functional Criteria

The mandatory requirements are assessed on a **pass/fail basis**. Bidders must meet all the requirements below to proceed to the Functional (Technical) Evaluation phase.

Criteria
Requirement for 2 Senior Project Manager:
Requirement for 2 Senior Project Manager: • Project Management qualification minimum NQF level 6 Proof of qualifications must be provided and where it is a qualification obtained from a foreign institution, SAQA verification should be obtained to confirm the NQF level and grading. • at least 5 years' experience in managing business process management, system development, modernisation, quality management systems and organisational transformation initiatives projects. The experience must be expressed in years and month. A comprehensive CV must be provided as supporting document • at least 5 years knowledge, experience and expertise in project management body of knowledge principles. Updated Project Management Certification must be provided as evidence.
The bidder must be accredited on SITA RFB 1183 2022, Category - ICT Management Services (ICN: 81112011- 0005)

Note: Failure to meet any of the above mandatory requirements will result in disqualification.

10.3 Phase 2 – Rated Criteria

Bidders who meet all mandatory requirements will be evaluated based on the functionality (technical capability) of their proposals.

Criteria	Max Points
1. **Company Experience in** managing business process management, system development, modernisation, quality management systems and organisational transformation initiatives projects**.** The bidder must follow the examples provided below of project management services rendered in the last ten (10) years, as evidence: • The name of the company. • The duration or period (**stated in months and years**) when the project(s) were undertaken. • The value (amount in Rands) of the projects. • Specific service that was rendered. • Contactable reference details of the client. **Disclaimer:** Failure to comply with the above instructions will result in the bidder	**20 Points**

<table>
<tr><th>Criteria</th><th>Max Points</th></tr>
<tr><td>forfeiting points.

<table><tr><th>Years of Experience</th><th>Points</th></tr><tr><td>Less than five (5) years</td><td>0 Points</td></tr><tr><td>Five (5) to less than seven (7) years</td><td>5 Points</td></tr><tr><td>Seven (), but less than nine (9) years</td><td>10 Points</td></tr><tr><td>Nine (9) but less than (11) years</td><td>15 Points</td></tr><tr><td>Eleven (11) years or more</td><td>20Points</td></tr></table></td><td></td></tr>
<tr><td>2. Work Plan / Implementation Plan / Methodology

The bidder must include
• a detailed methodology how the Bidder will execute and deliver on projects that are covered under the Scope of Work.
• The Bidder must also provide a Governance model and Escalation matrix that will be applicable to this service.

<table><tr><th>Detail</th><th>Points</th></tr><tr><td>No methodology submitted (non-compliance)</td><td>0</td></tr><tr><td>Generic methodology with limited alignment to scope, including only project initiation and planning.</td><td>5 Points</td></tr><tr><td>Methodology addresses scope including project initiation, planning, execution.</td><td>10 Points</td></tr><tr><td>Detailed methodology with project initiation, planning, execution, governance, reporting and escalation framework</td><td>15 Points</td></tr><tr><td>Comprehensive methodology including project initiation, planning, execution, closure, risk management, benefits realisation, performance tracking, alignment to agile and structured delivery approaches</td><td>20 Points</td></tr></table></td><td>20 Points</td></tr>
</table>

<table>
<tr><th>Criteria</th><th>Max Points</th></tr>
<tr><td>

3. Experience of the Senior Project Manager

The bidder must attach at least 2 CVs of all the members of the service delivery team (2 Senior Project Managers, with advanced experience in project management) to comprehensively demonstrate relevant experience in terms of:

- Project Initiation
- Project Planning
- Project Monitoring and evaluation
- Project Risk Management
- Project Stakeholder Management
- Project Governance Management
- Project Change Management
- Project Closure

Note: CVs demonstrate qualifications and years of experience in the relevant field. Should sufficiently experience in the relevant field/s not be demonstrated on the CVs, the bidder may score low points for experience.

Disclaimer: Should the proposed CVs no longer be available at the time of award of the tender, the same calibre of CVs must be proposed for the bidder to remain an acceptable bidder. Non-compliance may lead to termination of a contract.

A - Team member experience, knowledge and skills set in Senior PM capacity

Years of Experience	Points	R1	R2
Less than five (5) years	0 Points	0	0
Five (5) years up to seven (7) years	10 Points	5	5
Over seven (7) years, but less than twelve (12) years with applicable knowledge and skills sets	20 Points	10	10
Twelve (12) to fifteen (15) years with applicable knowledge and skills sets	30 Points	15	15
More than fifteen (15) years with applicable knowledge and skills sets	40 Points	20	20

</td><td>40 Points</td></tr>
</table>

<table>
<tr><th>Criteria</th><th>Max Points</th></tr>
<tr><td>4. Reference (Definition included on page Page 11 of 56)

The Bidder must submit contactable reference letters, applicable to the required service as included in the scope of work, indicating the successful Project Completion or currently contracting, value of the contract, Period of the project, as well as Contact Person for Reference with Contact Numbers such as telephone and e-mail address. If the service is not similar or related to the scope of work, the letter will not qualify.

<table>
<tr><th>Number of Letters</th><th>Points</th></tr>
<tr><td>No letter(s)</td><td>0 Points</td></tr>
<tr><td>One (1) letter</td><td>5 Points</td></tr>
<tr><td>Two (2) letters</td><td>10 Points</td></tr>
<tr><td>Three (3) letters</td><td>15 Points</td></tr>
<tr><td>Four (4) or more letters</td><td>20 Points</td></tr>
</table>

NB: Bidders are required to utilise the template provided on page 57 of 57 for evaluation purposes. Failure to complete and submit the prescribed template will result in no points being awarded for this criterion.</td><td>20 Points</td></tr>
<tr><td>Total Points</td><td>100</td></tr>
</table>

Note: The minimum qualifying score for functionality is seventy (**70**) points. A bidder who fails to meet the minimum qualifying score will not be considered for the subsequent phases of evaluation.

Phase 3 - Administrative Compliance Evaluation

During the administrative evaluation phase, submitted bids will be evaluated to confirm that all required administrative documentation and compliance requirements have been fully completed and submitted in accordance with the tender conditions. The following will be verified:

- SBD 1 must be completed in full. (Bidders can complete online SBD)
- SBD 4 must be completed in full. (Bidders can complete online SBD)
- The bidder must be registered on the CSD or any of its directors must not be restricted from doing business with the state.

Note: Bidders who do not submit the requested documents, will be given a maximum of 2 working/business days to submit. Failure will render the bid response/submission as unacceptable and therefore be disqualified.

10.4 Phase 4 - Price and Preference Evaluation

Only qualifying bidders will be evaluated on price and preference as per the Preferential Procurement Regulations, 2022 (PPR2022) and the GPAA Preferential Procurement Policy.

The 80/20 Preference System will be used for this tender, where a maximum of 80 points is allocated to price and a maximum of 20 points allocated for specific goals as per the PPR2022.

The relevant formula for scoring price points and the methodology for scoring preference points (specific goals) is documented in the SBD6.1. Bidders must ensure that they complete the SBD6.1 to claim points for specific goals. Bidders that do not submit the correctly completed SBD6.1 with the original bid submission will not score points for specific goals. An incomplete, unsigned, or partially signed pricing schedule — including any missing initials or any field left blank where information, signatures, or initials are required — will be deemed non-compliant and will result in automatic disqualification.

Bidders will be given 7 days to rectify non-tax compliant requirement.

10.4 Due Diligence

The GPAA may conduct a due diligence exercise to verify that the bidder has the required capability and capacity to do work and to verify the claims made by a bidder in the bid responses.

10.5 Vetting of the bidder

The vetting will focus on, but are not limited to company history, financial information, directors of the company, business interest, any judgement against the company or directors.

As per section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2001, the GPAA may award the bid to a bidder that did not score the highest total points (price points plus points for specific goals), should objective criteria justify the award to another bidder.

11. PRICING SCHEDULE

Attached.

12. COMPANY EXPERIENCE TEMPLATE

Refer to 10.2.1 above.

13. STANDARD SUPPLY CHAIN MANAGEMENT DOCUMENTS

Following page.

Annexure A

(GPAA)

SCM

Standard Bid Documents

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	GPAA 10/2026	CLOSING DATE:	24 November 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	THE APPOINTMENT OF A SERVICES PROVIDER TO PROVIDE PROJECT MANAGEMENT OFFICE SERVICES FOR A PERIOD OF 3 YEARS				

BID RESPONSE DOCUMENTS UPLOADED ON THE E-TENDER PORTAL (www.etenders.gov.za)

eTender e-Submission User Guide for Suppliers:

https://www.etenders.gov.za/home/Download/?blobName=5b1eff0a-fa0a-49cd-a7f7-8c85529f81cc.pdf&downloadedFileName=e-Submission%20User%20Manual%20For%20Suppliers.pdf.pdf

All enquiries relating to eTender submissions should be directed to the National Treasury at +27 (0)12 406 9222 or via email at etenders@treasury.gov.za

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Bid Administration**	CONTACT PERSON	**Bid Administration**
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**tenderenquiries@gpaa.gov.za**	E-MAIL ADDRESS	**tenderenquiries@gpaa.gov.za**

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:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		***ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?***	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

……
……
……

2.4 Does the bidder or any of its directors/trustees/shareholders members/partners or

any person having a controlling interest in the enterprise have any interest in any other related enterprise, whether or not they are bidding for this contract?

YES/NO

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ……....., the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

……	……
Signature	Date
……	……...
Designation	Name of bidder

GPAA SBD 6.1

SPECIFIC GOALS DECLARATION IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

TENDERS MAY BE LESS THAN R50,000,000 OR OVER R50,000,000 (Including all applicable taxes)

These specific goals form must form part of all tenders that may be less than R50,000,000 (including all applicable taxes) and may be over R50,000,000 (including all applicable taxes). It contains general information required by legislation and serves as the declaration for the specific goals claimed by the bidder. .

NB: IN COMPLETING THIS FORM, BIDDERS MUST BE AWARE OF THE CONDITIONS OF TENDER, GENERAL CONDITIONS OF CONTRACT, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOODS PRACTICE.

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1. GENERAL CONDITIONS

1.1 The following point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50,000,000 (all applicable taxes included).
- The 90/10 system for requirements with a Rand value over R50,000,000 (including all applicable taxes).
- Either the 90/10 or 80/20 preference point system will be applicable in this tender. The

lowest / highest acceptable tender will be used to determine the accurate system once tenders are received.

1.2 Points for this bid shall be awarded for:

1.2.1 Price; and

1.2.2 Specific goals.

1.3 The points for price and the points for specific goals will be added and subject to section 2(1)(f) of the PPPFA, the award will be to the bidder that scores the highest points.

1.4 Failure on the part of a bidder to declare or submit proof when requested, will be interpreted to mean that points for specific goals are not claimed.

1.5 GPAA 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 GPAA.

2. DEFINITIONS

2.1.1 "**Acceptable bid**" means a bid which in all respects complies with the specifications and Conditions of Tender as set out in the tender document.

2.1.2 "**African**" means people of the "African" ethic group as assigned by the Department of Home Affairs and who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. Previously referred to as Black African. Generally considered to be persons from the first nations of South Africa.

2.1.3 "**Black people**" means Africans, Coloureds and Indians (refer to the B-BBEE Act for more details).

2.1.4 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.1.5 "**Coloured**" means people identified by the Department of Home Affairs assigned to the Coloured ethnic group, and who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. A composite and diverse category including descendants of relationships between white and African people; descendants of 'Malay' slaves brought from South-east Asia (categorised separately in 1951 but not thereafter), and (after 1970) descendants of the indigenous Khoi and San who inhabited the Western Cape prior to the arrival of either white or African people[1].

2.1.6 "**Central Supplier Database**" means the database managed by National Treasury at www.csd.gov.za .

2.1.7 "**Disabled person**" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being AND is in procession of a proof of disability.

2.1.8 "**EME**" means an Exempted Micro Enterprise in terms of the relevant code of good practice

[1] Adapted from working 2007 paper by Jeremy Seekings on "Race, Discrimination and Diversity in South Africa",

on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act; An EME typically has less than R10m annual revenue, unless specified differently in a sector code. A Start-Up enterprise must be measured as an Exempted Micro-Enterprise for the first year following their formation or incorporation. This is regardless of the expected total revenue of the Start-up Enterprise.

2.1.9 "**Fronting**" means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentations of facts, whether made by the party claiming compliance or by any other person.

2.1.10 "**Indian**" means people identified by the Department of Home Affairs assigned to the Indian ethnic group, and who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. Generally considered to be people of South Asian descent.

2.1.11 "**Locality**" means that the enterprise has either its head office or an operational office located in that location AND they are in procession of proof of locality.

2.1.12 "**Ownership**" includes exercisable voting rights in the enterprise; economic interest in the enterprise (including Employee Share Ownership Programmes, Broad-based Ownership Schemes). The definition in the Ownership Element of the B-BBEE Amendment Act of 2013 and the code of good practice provides more information on ownership.

2.1.13 "**Proof of Disability**" means:

2.1.13.1 A completed SARS "Confirmation of Diagnosis of Disability" form endorsed by a duly registered medical practitioner which will remain valid for 10 years where the disability is of a permanent nature;

2.1.13.2 A medical report and functional assessment report confirming the disability; or

2.1.13.3 A SASSA disability grant.

2.1.14 "**Proof of Locality**" means:

2.1.14.1 A municipal rates invoice in the name of the company submitting the bid that has been issued within the l9ast three months;

2.1.14.2 An affidavit or equivalent from an authorised traditional leaders or local councillor in regions where municipal rates invoices are not available, showing the township name and ERF number or physical address;

2.1.14.3 A signed lease with a property owner located in that municipality/township (GPAA may request a recent statement from the landlord);

2.1.14.4 A utilities rates statement (examples, Eskom or Telkom fixed line service) showing the physical address and eh company or director name; or

2.1.14.5 A bank statement showing the company name and address.

2.1.15 "**Proof of Ownership**" means:

2.1.15.1 The percentage (%) ownership indicated on the Central Supplier Database. The CSD integrates with the systems at Home Affairs (demographic information); Companies and Intellectual Property Commission (CIPC) (for company information such as shareholding); and other databases (such as the banks).

2.1.16 "**Proof of B-BBEE status level of contributor**" means:

2.1.16.1 B-BBEE Status level certificate issued by an authorized body or person (such as a SANAS verification agent);

2.1.16.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

2.1.16.3 A CIPC B-BBEE certificate; or

2.1.16.4 Any other requirement prescribed in terms of the B-BBEE Act.

2.1.17 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

2.1.18 **"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; a QSE has between R10m and R50m annual revenue, unless specified differently in a sector code.

2.1.19 "**Rand value**" means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.

2.1.20 "**Specific Goals**" means those goals as contemplated in section 2(1)(d) of the PPPFA which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

2.1.21 "**tender for income-generating contracts**" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions

2.1.22 "**Youth**" means persons between the ages of 14 and 35 as defined in the National Youth Commission Act of 1996.

3. PRICE FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE - THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where?

Ps = Points scored for price of the quotation or bid under consideration

Pt = Price of the quotation or bid under consideration

Pmin = Price of lowest acceptable quotation or bid

3.2 PRICE FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING CONTRACTS

3.3 POINTS AWARDED FOR PRICE - 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**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where?

Ps = Points scored for price of the quotation or bid under consideration

Pt = Price of the quotation or bid under consideration

Pmax = Price of highest acceptable quotation or bid

4. GPAA SPECIFIC GOALS

4.1 The points awarded for price will be added to the points for Specific Goals.

4.2 THE GPAA Specific Goals that apply to bids above R1m (or in the event of panels, all quotations above R1m) include:

4.2.1 Ownership (South African Black African, Coloured, Indian/Asian); and

4.3 One or more of the following:

4.3.1 Enterprises based in the locality where the goods and service are needed;

4.3.2 Women-owned enterprises;

4.3.3 Disabled-owned enterprises; or

4.3.4 Youth-owned enterprises.

5. POINTS AWARDED FOR SPECIFIC GOALS FOR THIS BID

5.1 The following Specific Goals and points apply to this bid:

Note: Points out of 20/10 will proportionally be allocated for the specific goal applicable to this bid.

Specific Goals in terms of PPR2022 and Weighting (A (if applicable))	**Points out of 20 for the 80/20 system** (B1)	**Points out of 10 for the 90/10 system** (B2)	**% Ownership** **To be completed by the bidder** (C)	**Points Claimed** **80/20** **To be completed by bidder** (A x B1 x C =)	**Points Claimed** **90/10** **To be completed by bidder** (A x B2 x C =)
See example in 5.3.1 below					
% African ownership (100% of max points)	10 max	5 max	%		
% Coloured ownership (80% of max points)			%		
% Indian ownership (50% of max points)			%		
% women owned	05 max	0 max	%		
% youth owned	5 max	0 max	%		
TOTAL:	**20**	**10**			

N/A = Not applicable

5.2 Where reference is made to Locality, the following location and points apply:

	Desired Location (if applicable)
Municipality	Tshwane/Pretoria

5.3 Points claimed calculations:

5.3.1 **Ownership**. The points claimed will be calculated by multiplying the race weighting % by the maximum points for that goal by the % ownership by the race. For example, a 70% African owned enterprise will score a 100% x 70% x 10 max points = 7 points. If 30% of the enterprise is owned by coloured people, then an additional 80% x 30% x 10 max points = 2.4 points, i.e. a total of 9.4 points for ownership.

5.3.1.1 Note that if GPAA requests proof of ownership, and the proof can either not be provided OR if the proof is dated after the declaration date, this will be deemed to be misrepresentation and GPAA will begin the remedy outlined below.

5.3.2 **Locality**. The points claimed for locality will be the maximum points if the bidder declares that they have Proof of Locality at the time of the declaration. If no proof of locality for the location described exists, then zero points must be claimed.

5.3.2.1 Note that if GPAA requests proof of location, and the proof can either not be provided OR if the proof is dated after the declaration date, this will be deemed to be misrepresentation and GPAA will begin the remedy outlined below.

6. SUBCONTRACTING

6.1.1 Subcontracting will be treated as condition of contract and not a condition of tender. The implication of this is that points will not be allocated to companies that submit a proposal with subcontracting where this was not requested.

6.1.2 Where subcontracting has been included as a condition of contract, all bidders will be assumed to agree with the condition of contract and so there will be no additional advantage for scoring points (note the fronting statement that follows).

6.1.3 Should a bidder voluntarily submit a proposal that subcontracts more than 25% of the work to designated groups, the bid may come under further scrutiny for signs of fronting. Bidders are encouraged to understand the fronting indicators as described on the Department of Trade, Industry and Competition website.

7. SUBMISSIONS BY CONSORTIUMS AND JOINT VENTURES

7.1 If a submission is made by a consortium or Joint Venture, the points claimed for ownership must be detailed separately on an attachment showing the following:

7.1.1 The percentage (%) of the contract allocated to each JV member or consortium member. This should also be included in an agreement to be made available on request by GPAA.

7.1.2 The percentage ownership by race category of each JV member or consortium member in each of the specific goals relevant to this bid.

7.1.3 The total points claimed will be the sum of the percentage contract allocation for each partner multiplied by the percentage weighting for the race category, multiplied by the percentage ownership in the relevant specific goal.

7.1.4 An example of the point calculation for JVs or consortiums can be requested of GPAA if required.

7.2 For small enterprises, the full points can only be claimed if all consortium members or the joint venture partners are either EMEs or QSEs (as permitted by the codes of good practice).

7.2.1 The points claimed for small enterprises is calculated proportional to the number of members/partners that are either EMEs or QSEs. If 2 of 3 of the consortium members (i.e., 66.67%) are either EME or QSE, then the points claimed will be 66.67% of the maximum points for small enterprises. For simplicity, points claimed for small enterprises will not be dependent on the percentage of the contract allocated to each JV member or consortium member.

7.3 For locality, full points can only be claimed if all consortium members or the joint venture partners are located in the specified area.

7.3.1 The points claimed for locality is calculated proportional to the number of members/partners located in the specified area. If 3 of 5 of the consortium members (i.e., 60%) have their businesses in the specified locality, then the points claimed will be 60% of the maximum points for locality. For simplicity, points claimed for locality will not be dependent on the percentage of the contract allocated to each JV member or consortium member.

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm…….

8.2 Company registration number: ……...

8.3 CSD Number: MAAA…….

8.4 TYPE OF COMPANY/ FIRM

ϒ Partnership/Joint Venture / Consortium	ϒ Personal Liability Company
ϒ One-person business/sole propriety	ϒ (Pty) Limited
ϒ Close corporation	ϒ Non-Profit Company
ϒ Public Company	ϒ State Owned Company
ϒ Consortium (Unincorporated JV)	ϒ Joint Venture (Incorporated JV)
[TICK APPLICABLE BOX]	

8.5 For a consortium or joint venture, the names of each member in the JV/Consortium; together with the company registration number and corresponding MAAA number, must be detailed in a separate attachment to the SBD 6.1.

9. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, declare the points claimed and I / we acknowledge that:

i) The information furnished is true and correct.

ii) The points claimed are in accordance with the General Conditions as indicated in paragraph 1, 2, 5, 6 and 7 of this declaration.

iii) In the event of a contract being awarded as a result of points claimed and any other information at the disposal of the GPAA, the bidder may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

iv) If the points 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.

…….. SIGNATURE(S) OF BIDDERS(S)
SURNAME AND NAME: …….
DATE: ……..
ADDRESS …….
……...
……...

Annexure B

(GPAA)

SCM

Standard Conditions of Tender

General

1.1 Actions

1.1.1 The GPAA and each tenderer submitting a tender shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in Paragraph 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

1.1.2 GPAA and the tenderer and all their representatives and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, representatives and advisors of the GPAA shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

1.1.3 The GPAA shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

1.2 Tender Documents

1.2.1 The documents issued by the GPAA for the purpose of a tender offer are listed in the technical specification.

1.3 Interpretation

1.3.1 The technical specification and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the technical specification and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) conflict of interest means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.

ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts have been taken into consideration.

c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or representative in the tender process.

d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the GPAA, including collusive practices intended to establish prices at artificial levels.

e) organisation means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.

f) functionality means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

1.4 Communication and the GPAA's Representative

Each communication between the GPAA and a tenderer shall be to or from the GPAA Representative only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The GPAA takes no responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the GPAA Representative are stated in the SBD1.

1.5 Cancellation and Re-Invitation of Tenders

GPAA reserves the right to, prior to the award cancel a tender at any time.

GPAA may cancel a tender under the following conditions (but not limited to):

- due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- funds are no longer available to cover the total envisaged expenditure.
- no acceptable tenders are received; or
- any other circumstance that may necessitate the GPAA to cancel the tender.

The decision to cancel a tender must be published in the e-Tender portal, the GPAA web site and any other media in which the original tender invitation was advertised.

After the cancellation of the tender process or the rejection of all tenders due to non-compliance with the thresholds, the GPAA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time. The GPAA shall not be liable for any losses, claims or damages of whatsoever nature or howsoever arising which may be sustained by a tenderer or any other person as a result of its participation or any amendment, termination or suspension of the process set out in this Invitation to Tender or its exclusion from participating in the tender process at any point.

2 Tenderers Obligations

The tenderer shall comply with the following obligations when submitting a tender:

2.1 Eligibility

2.1.1 Submit a tender only if the tenderer complies with the criteria stated in the tender documents and the tenderer, or any of its principals, is not under any restriction to do business with the GPAA.

2.1.2 Notify the GPAA of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the GPAA as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the GPAA's written approval to do so prior to the closing time for tenders.

2.2 Cost of tendering

Accept that the GPAA will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

2.3 Check documents

Check the tender documents on receipt for completeness and notify the GPAA of any discrepancy or omission.

2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the GPAA only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached, but which are incorporated into the tender documents by reference.

2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the GPAA may issue, and if necessary, apply for an extension to the closing time stated in the tender documents, in order to take the addenda into account.

2.7 Clarification Meeting-Briefing Session

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender documents, if applicable.

2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the GPAA at least five working days before the closing time stated in the tender documents.

2.9 Insurance

Be aware that the extent of insurance to be provided by the GPAA (if any) might not be for the full cover required in terms of the conditions of contract identified in the GCC and SCC. The tenderer is advised to seek qualified advice regarding insurance.

2.10 Pricing the tender offer

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes, and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable on the publication date of the tender.

2.10.2 Show VAT payable by the GPAA separately as an addition to the tendered total of the prices.

2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the GCC and SCC.

2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender documents.

2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the GPAA, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

2.12 Alternative tender offers

2.12.1 Unless otherwise stated in the tender documents, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender documents or criteria otherwise acceptable to the GPAA.

2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

2.13 Submitting a tender offer

2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture or consortium to provide the whole of the works, services or supply identified in the GCC and SCC and described in the scope of works, unless stated otherwise in the tender documents.

2.13.2 Return all returnable documents to the GPAA after completing them in their entirety, electronically (if they were issued in electronic format).

2.13.3 Submit the tender offer electronically via the National Treasury eTender Portal in accordance with the instructions set out in the tender documents. All returnable documents must be uploaded in a complete, legible, and accessible electronic format. Any documentation prepared in a language other than English must be accompanied by an English translation. Documents issued electronically by the GPAA must be submitted in the same electronic format in which they were originally provided.

2.13.4 Where required in terms of the tender documents, the tender offer must be electronically signed or uploaded as a scanned copy of a duly signed document via the National Treasury eTender Portal. All authorised signatories shall be legally binding the tenderer and will be held liable on behalf of the tenderer by the GPAA.

Tenderers intending to contract as joint ventures must clearly indicate the authorised signatories and identify the lead partner, who shall be held liable by the GPAA for the purposes of the tender offer.

2.13.5 All tender documents must be submitted electronically via the eTender Portal in accordance with the instructions contained in the tender documents. No hard-copy submissions, originals, or copies are required for this tender.

2.13.6 Where a two-envelope system is applicable, bidders must upload the required documents as separate electronic submissions on the eTender Portal, clearly labelled as “Technical Proposal” and “Financial (Pricing) Proposal”, and must ensure that each document is uploaded to the correct section of the system.

2.13.7 Bidders are responsible for ensuring that all documents are correctly labelled, complete, readable, and successfully uploaded before the closing date and time. The GPAA will not be held responsible for errors, omissions, incorrect uploads, or premature disclosure of information resulting from non-compliance with the submission instructions.

2.13.8 The bidder accepts full responsibility for the accuracy, completeness, and proper submission of all tender documents via the eTender Portal. The GPAA will not be liable for any documents that are missing, incorrectly uploaded, or inaccessible due to submission errors by the bidder.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the GPAA, unless stated otherwise in the tender documents.

2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the GPAA as a non-acceptable tender.

2.15 Closing date and time

2.15.1 Ensure that the tender offer is successfully submitted and uploaded on the National Treasury eTender Portal before the closing date and time. The eTender Portal system time shall be regarded as the official time. Proof of upload failure shall not be accepted as proof of submission.

2.15.2 Accept that, if GPAA extends the closing time stated in the tender documents for any reason, the requirements of these Standard Conditions of Tender apply equally to the extended deadline. Tenderers are required to visit the eTender Portal or the GPAA website regularly in the case of an open tender to ensure they are informed of any changes in either the deadline for submission or any other amendments.

2.16 Tender validity

2.16.1 Hold the tender offer(s) valid for acceptance by the GPAA at any time during the validity period stated in the tender documents after the closing time stated in the tender documents).

2.16.2 If requested by the GPAA, consider extending the validity period stated in the tender documents for an agreed additional period with or without any conditions attached to such extension.

2.16.3 Accept that a tender submission that has been submitted to the GPAA may only be withdrawn or substituted by giving the GPAA’s Representative written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

2.17 Clarification of tender offer after submission

2.17.1 Provide clarification of a tender offer in response to a request to do so from the GPAA during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

2.18 Provide other material

2.18.1 Provide, on request by the GPAA, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the GPAA for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the GPAA's request, the GPAA may regard the tender offer as unacceptable and disqualify the tenderer.

2.18.2 Dispose of samples of materials provided for evaluation by the GPAA, where required.

2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender documents.

2.20 Due Diligence

2.20.1 Accept that the GPAA may conduct a due diligence exercise to verify that the bidder has the required capability and capacity to do work and to verify the claims made by a bidder in the bid responses.

2.20.2 Provide, on request by the GPAA, any other material considered necessary by the GPAA for the purpose of conducting the due diligence exercise. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the GPAA's request, the GPAA may regard the tender offer as an unacceptable tender and reject the tender.

2.21 Submit securities, bonds and policies

If requested, submit for the GPAA's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the GCC and SCC.

2.22 Check final draft

Check the final draft of the contract provided by the GPAA within the time available for the GPAA to issue the contract.

2.23 Independent Tender

By submission of a Tender, the Tenderer warrants that:

a) The prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.

b) Unless otherwise required by law, the prices which have been quoted in the Tender have not knowingly been disclosed by the Tenderer, directly or indirectly, to any other Tenderer or competitor, nor will they be so disclosed

c) No attempt has been made or will be made by the Tenderer to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition

3 The GPAA's undertaking

The GPAA and GPAA Representative, shall:

3.1 Respond to clarification questions.

3.1.1 Unless otherwise stated in the tender documents, respond to a request for clarification received on or before the deadline for clarification questions stated in the Tender documents and publish responses to bidders' questions on the GPAA website.

3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.

d) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

e) in the opinion of the GPAA, acceptance of the material change would compromise the outcome of the prequalification process.

3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until ten days before the tender closing time stated in the Tender documents. If, as a result a tenderer applies for an extension to the closing time stated in the Tender documents, the GPAA may grant such extension and, shall then publish the notice of closing time extension on the GPAA website and other media where the tender was advertised.

3.3 Return late tender offers

This tender is subject to electronic submission only via the National Treasury eTender Portal. No physical, hand-delivered, couriered, posted, or emailed submissions will be accepted.

Should any physical submission be received by the GPAA, whether before or after the closing date and time, such submission will not be considered and will be returned unopened to the bidder, or disposed of, at the GPAA's discretion. The receipt of a physical submission shall not be regarded as compliance with the tender submission requirements.

The onus rests entirely with the bidder to ensure that the tender is correctly and successfully submitted via the eTender Portal before the closing date and time.3.4 Registration of tender submissions

3.4.1 Publish within ten days after bid closing the names of bidders that submitted tenders on the GPAA website and the eTender portal.

3.5 non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his/her tender offer) if it is established that the tenderer engaged in corrupt or fraudulent practices or an effort by the tenderer to influence the tender process.

3.7 Test for acceptable tender

3.7.1 Determine before detailed evaluation, whether each tender offer properly received:

- complies with the requirements of these Conditions of Tender,
- has been properly and fully completed and signed, and
- complies with the requirements of the tender documents.

3.7.2 An acceptable tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the GPAA's opinion, would:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- significantly change the GPAA's or the tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting acceptable tenders, if it were to be rectified.

3.7.3 Reject an unacceptable tender offer and not allow it to be subsequently made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

3.8 Arithmetical errors, omissions and discrepancies

3.8.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 3.11 for:

- the gross misplacement of the decimal point in any unit rate.
- omissions made in completing the pricing schedule or bills of quantities; or
- arithmetic errors in:
  - line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - the summation of the prices.

3.8.2 The GPAA must correct the arithmetical errors in the following manner:

- Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.

- If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product or service of the unit rate and the quantity, the line-item total shall govern and the unit rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities or pricing schedules apply) to achieve the tendered total of the prices.

3.8.3 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

3.8.4 Where the GPAA provided the pricing schedule in an Excel spreadsheet format with the GPAA created formulae and one or more of the formulae is incorrect, then:

- The GPAA will correct the formulae and request the bidder to certify the correction(s); and
- Section 3.8.1 and 3.8.2 will not apply.

3.9 Specific Goals

3.9.1 Check the highest ranked tender or tenderer with the highest number of points in accordance with 3.11 for:

- Claims made in respect of specific goals.
- Errors in calculating or determining points for specific goals.

3.9.2 Where GPAA determines that the points for specific goals were incorrectly claimed, the GPAA may:

- Clarify with the tenderer the basis for their claim; and
- Initiate the appropriate steps to restrict the tenderer, should the GPAA belief the tenderer has misrepresented themselves.

3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer the GPAA belief the tenderer has misrepresented themselves.

3.11 Evaluation of tender offers

3.11.1 General

Reduce each acceptable tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria that are specified in the tender document. The evaluation method for this tender is described in the specification document.

3.11.2 Method 1: Price and Preference

In the case of a price and preference:

1) Score points for price

2) Score points for specific goals as per Preferential Procurement Regulations, 2022

3) Add the points scored for price and specific goals.

3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender documents.

2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.

3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to a Rand value of R50 million

4)(a) The following formula must be used to calculate the points out of 80 for price in respect of tenders of an invitation for tender with a rand value equal or below R 50 million, inclusive of all applicable taxes:

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for comparative price of tender or offer under consideration;
Pt = Comparative price of tender or offer under consideration; and
Pmin = Comparative price of lowest acceptable tender or offer.

4)(b) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

(4)(c) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

(4)(d) Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2001 the contract must be awarded to the tenderer who scores the highest total number of points.

The 90/10 preference point system for acquisition of services, works or goods with a Rand value above R50 million

5)(a) The following formula must be used to calculate the points out of 90 for price in respect of tenders of an invitation for tender with a rand value above R 50 million, inclusive of all applicable taxes:

$$Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for comparative price of tender or offer under consideration; Pt = Comparative price of tender or offer under consideration; and
Pmin = Comparative price of lowest acceptable tender or offer.

5)(b) A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.

5)(c) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

5)(d) Subject to section 2(1)(f) of the Preferential Procurement Framework Act, 2001 the contract must be awarded to the tenderer scoring the highest total number of points.

3.11.4 Method 3: Any other evaluation method described in the tender document.

The GPAA may also decide on any other evaluation method described in the tender document.

3.12 Acceptance of tender offer

Accept the tender offer, if in the opinion of the GPAA, it does not present any risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the GPAA's procurement;

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources;

c) equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

d) has the legal capacity to enter into the contract;

e) not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing

f) complies with the legal requirements, if any, stated in the tender documents; and

g) is able, in the opinion of the GPAA, to perform the contract free of conflicts of interest.

3.13 Prepare contract documents

3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the GPAA as part of the tender documents to take account of:

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents, and

c) other revisions agreed between GPAA and the successful tenderer.

3.14 Publication of successful tenderer

3.14.1. Notify the successful tenderer of the GPAA's acceptance of his tender offer by sending an award letter to the successful tenderer before the expiry of the validity period stated in the tender documents, or agreed additional period.

3.14.2. After the successful tenderer has been notified of the GPAA's acceptance of the tender, publish the award details in the media that the tender was initially published in.

3.15 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender documents of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

3.16 Provide written reasons for actions taken

Provide upon written request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Annexure C

(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.

Annexure D

(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.

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1. DEFINITIONS

The following terms shall be interpreted as indicated:

1.1. "**Closing time**" means the date and hour specified in the bidding documents for the receipt of bids.

1.2. "**Contract**" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3. "**Contract price**" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. "**Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public employee in the procurement process or in contract execution.

1.5. "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidized by its GPAA and encouraged to market its products internationally.

1.6. "**Country of origin**" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. "**Day**" means calendar day.

1.8. "**Delivery**" means delivery in compliance of the conditions of the contract or order.

1.9. "**Delivery ex stock**" means immediate delivery directly from stock actually on hand.

1.10. "**Delivery into consignees store or to his site**" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. "**Dumping**" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. "**Force majeure**" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13. "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. "**GCC**" means the General Conditions of Contract.

1.15. "**Goods**" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract

1.16. "**Imported content**" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17. "**Local content**" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18. "**Manufacture**" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19. "**Order**" means an employee written order issued for the supply of goods for works or the rendering of a service.

1.20. "**Project site**," where applicable, means the place indicated in bidding documents.

1.21. "**Purchaser**" means the organization purchasing the goods.

1.22. "**Republic**" means the Republic of South Africa.

1.23. "**SCC**" means the Special Conditions of Contract.

1.24. "**Services**" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. APPLICATION

2.1. **These general conditions are applicable to all bids, contracts and orders including bids for functional and** professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2. With certain exceptions, invitations to bid are only published in the State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.employee.gov.za.

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

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

5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

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

7. PERFORMANCE

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance **security** of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

7.3.1. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.3.2. a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. INSPECTIONS, TESTS AND ANALYSES

8.1. All pre-bidding testing will be for the account of the bidder.

8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3. If there is no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing Energy Board concerned.

8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY OF DOCUMENTS

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

10.2. Documents to be submitted by the supplier are specified in SCC.

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
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 fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. PRICES

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

18. CONTRACT AMENDMENTS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S 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, it's 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 tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. REFERENCE LETTER REQUIREMENT FOR BID EVALUATION

Definition

For purposes of bid evaluation, a reference letter is a written confirmation issued by a bidder's previous or current client, confirming that the bidder has successfully rendered goods or services of a similar nature, scope, complexity, and value to those required under this bid. The reference letter serves as evidence of the bidder's relevant experience, capacity, reliability, and ability to perform the required services to an acceptable standard.

The reference letter must be submitted on the client's official letterhead, signed by an authorised representative of the client, and must include sufficient information to enable the procuring entity to verify the bidder's previous performance. The GPAA reserves the right to contact the referee to validate the information provided and to request additional supporting information where required.

Minimum Information Required in the Reference Letter

- Name of the bidder or service provider that rendered the service.
- Name of the client organisation that received the service.
- Description of the goods or services provided.
- Contract or project period, including start and end dates where applicable.
- Contract value or estimated value, where disclosure is permitted.
- Confirmation that the services were completed or are being performed satisfactorily.
- Comments on the bidder's performance, quality of service, reliability, and ability to meet contractual obligations.
- Name, position, contact number, and email address of the authorised referee.
- Date of issue and signature of the authorised representative.

Bid Document Clause

Bidders must submit at least [insert number] written reference letter(s) from previous or current clients for whom they have rendered goods or services of a similar nature, scope, and complexity to those required under this bid. The reference letter(s) must be on the

client’s official letterhead, signed by an authorised representative, and must confirm the bidder’s ability to render the required service based on previous work performed.

DISQUALIFICATION OF REFERENCE LETTER DISCLAIMER

Reference letters that do not contain sufficient information for verification, or that cannot be validated by the procuring entity, may not be considered for evaluation purposes.

Reference Letter Template

[Client Organisation Letterhead]

Date: [Insert date]

To whom it may concern

RE: Reference Letter for [Name of Bidder / Service Provider]

This letter serves to confirm that **[Name of Bidder / Service Provider]** rendered services to **[Name of Client Organisation]** in respect of **[brief description of goods or services provided]**.

Information Required	Details
Project / contract name	[Insert details]
Description of services rendered	[Insert details]
Contract period	[Insert start and end dates]
Contract value, where applicable	[Insert amount or indicate if confidential]
Performance outcome	[Confirm whether services were completed satisfactorily / are being performed satisfactorily]
Quality of service	[Insert comments]
Reliability and responsiveness	[Insert comments]
Ability to meet contractual obligations	[Insert comments]

Based on the services rendered, we confirm that **[Name of Bidder / Service Provider]** has demonstrated the necessary experience and capability to perform services of a similar nature, subject to the specific requirements of the relevant bid.

The information contained in this letter may be verified by contacting the undersigned.

Yours faithfully,

Name: [Insert name]
Designation: [Insert designation]
Organisation: [Insert client organisation]
Contact number: [Insert contact number]
Email address: [Insert email address]
Signature: _____