



the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

(GPAA)

SCM

Standard Bid Document

INVITATION TO BID

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

BID NUMBER: **GPAA 24/2014**

CLOSING DATE: **11 December 2014**

CLOSING TIME: **11:00 am**

DESCRIPTION **Sale of office furniture.**

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

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

Government Pensions Administration (GPAA)

34 HAMILTON STREET

ARCADIA

PRETORIA

0001

Bidders should ensure that bids are delivered timorously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 8 hours a day between 08:00 to 16:30, Monday to Fridays.

ALL BIDS MUST BE SUBMITTED WITH THE STANDARD FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED)
ALL STANADARD BIDDING DOCUMENT AS ATTACHED

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

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

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

VAT REGISTRATION NUMBER

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD2)?

YES/NO

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

PRICING SCHEDULE – FIRM PRICES

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: GPAA 24/2014
Closing Time 11:00 am on 11 December 2014	

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

BAR CODE	DESCRIPTION	OFFER IN RSA CURRENCY
00006930 GPAA	DRAWER STEEL FILING	R
00007581 GPAA	1200X1500 SYSTEM CUPBOARD WITH 3 SHELVES	R
00007175 GPAA	2 DOOR STATIONERY CUPBOARD CHERRY	R
00009530 GPAA	2 DOOR STATIONERY CUPBOARD CHERRY	R
00002992 GPAA	2400 BTU MIDWALL SPLIT AC UNIT	R
00007785 GPAA	4 TIER BOOK CASE WITH LOCKABLE GLASS DOORS	R
00000548 GPAA	AIRCON DAIKIN 24000BTU	R
00005465 GPAA	ARM CHAIR	R
00007761 GPAA	BOOKSHELF GLASS DOORS	R
00007921 GPAA	BOOKSHELF WOOD	R
00007489 GPAA	BULK FILER	R
00001211 GPAA	BULK FILER	R
00001654 GPAA	CABINET 2 DRAWER STEEL FILING CENTRAL LOCK FC20	R
00010841 GPAA	CABINET 4 DRAWER OAK MELAMINE	R
00003270 GPAA	CABINET 4 DRAWER STEEL FILING LOCKABLE FC42	R
00001530 GPAA	CABINET FILING 4 DRAWER OAK	R
00000960 GPAA	CABINET STEEL FILING	R
00007104 GPAA	CABINET STEEL FILING	R
00007110 GPAA	CABINET STEEL FILING	R
00001212 GPAA	CABINET STEEL FILING	R
00007305 GPAA	CABINET STEEL FILING	R
00007281 GPAA	CABINET STEEL FILING	R
00001520 GPAA	CHAIR	R
00001549 GPAA	CHAIR	R
00009181 GPAA	CHAIR CALYPSO TUB CMT	R
00009174 GPAA	CHAIR CALYPSO TUB CMT	R
00009169 GPAA	CHAIR CALYPSO TUB CMT	R
00009166 GPAA	CHAIR CALYPSO TUB CMT	R
00009176 GPAA	CHAIR CALYPSO TUB CMT	R

00009175 GPAA	CHAIR CALYPSO TUB CMT	R
00008962 GPAA	CHAIR CALYPSO TUB CMT	R
00009179 GPAA	CHAIR CALYPSO TUB CMT	R
00009165 GPAA	CHAIR CALYPSO TUB CMT	R
00009164 GPAA	CHAIR CALYPSO TUB CMT	R
00009161 GPAA	CHAIR CALYPSO TUB CMT	R
00008961 GPAA	CHAIR CALYPSO TUB CMT	R
00009171 GPAA	CHAIR CALYPSO TUB CMT	R
00008968 GPAA	CHAIR CALYPSO TUB CMT	R
00009160 GPAA	CHAIR CALYPSO TUB CMT	R
00009170 GPAA	CHAIR CALYPSO TUB CMT	R
00008167 GPAA	CHAIR DK6000 HB ST HONEYCOMBE ATCHAR	R
00007161 GPAA	CHAIR DK6000 MB S/T in Designer Fabric	R
00015150 GPAA	CHAIR DORADO HB ST GH ARMS	R
00011170 GPAA	CHAIR DORODA MB ST GH ARMS	R
00011169 GPAA	CHAIR DORODA MB ST GH ARMS	R
00003765 GPAA	CHAIR HB ST PICO 200	R
00003181 GPAA	CHAIR HIGHBACK PICO200	R
00001545 GPAA	CHAIR MIDLER VISITORS ARM	R
00008559 GPAA	CHAIR OFFICE	R
00008755 GPAA	CHAIR OFFICE	R
00003393 GPAA	CHAIR OFFICE	R
00013847	CHAIR OFFICE	R
00010574 GPAA	CHAIR OFFICE	R
00001784 GPAA	CHAIR OFFICE	R
00006745 GPAA	CHAIR OFFICE	R
00006788 GPAA	CHAIR OFFICE HB ST GH MAROON	R
00006788 GPAA	CHAIR OFFICE HB ST GH MAROON	R
00010777 GPAA	CHAIR OFFICE HB ST MAROON	R
00004584 GPAA	CHAIR VEGA02BLUE (VEGA SYNCRO ARM CHAIR	R
00004446 GPAA	CHAIR VEGA02BLUE (VEGA SYNCRO ARM CHAIR	R
00004555 GPAA	CHAIR VEGA02BLUE (VEGA SYNCRO ARM CHAIR	R
00004275 GPAA	CHAIR VEGA02BLUE (VEGA SYNCRO ARM CHAIR	R
00004742 GPAA	CHAIR VEGA02BLUE (VEGA SYNCRO ARM CHAIR	R
00003032 GPAA	CHAIR VISITORS	R
00010878 GPAA	CHAIR VISITORS	R
00011252	CHAIR VISITORS	R
00011303	CHAIR VISITORS	R
00002349 GPAA	CHAIR VISITORS	R
00001656 GPAA	CHAIR VISITORS	R
00001655 GPAA	CHAIR VISITORS	R
00001522 GPAA	CHAIR VISITORS	R

00001521 GPAA	CHAIR VISITORS	R
00001528 GPAA	CHAIR VISITORS	R
00007498 GPAA	CHAIR VISITORS	R
00005273 GPAA	CHAIR VISITORS	R
00005272 GPAA	CHAIR VISITORS	R
00005280 GPAA	CHAIR VISITORS	R
00005275 GPAA	CHAIR VISITORS	R
00005266 GPAA	CHAIR VISITORS	R
00005259 GPAA	CHAIR VISITORS	R
00007114 GPAA	CHAIR VISITORS	R
00005274 GPAA	CHAIR VISITORS	R
00003378 GPAA	CHAIR VISITORS	R
00011111 GPAA	CHAIR VISITORS	R
00001510 GPAA	CHAIR VISITORS	R
00007497 GPAA	CHAIR VISITORS	R
00009477 GPAA	CHAIR VISITORS LB EXECUFORM CHERRY	R
00003773 GPAA	CHAIRS OFFICE	R
00009109 GPAA	CHAIRS VISITORS PICO 200 ARM	R
00020112	CLASIQUE VISITORS ARM CHAIR	R
00002508 GPAA	HIGH BACK CHAIR FABRIC	R
00002562 GPAA	HIGH BACK CHAIR FABRIC	R
00002589 GPAA	HIGH BACK CHAIR FABRIC	R
00002589 GPAA	HIGH BACK CHAIR FABRIC	R
00002577 GPAA	HIGH BACK CHAIR FABRIC	R
00015163 GPAA	OFFICCE CHAIR	R
00007213 GPAA	OFFICE CHAIR	R
00006857 GPAA	OFFICE CHAIR	R
00005283 GPAA	OFFICE CHAIR	R
00007834 GPAA	OFFICE CHAIR	R
00010722 GPAA	OFFICE CHAIR	R
00006411 GPAA	OFFICE CHAIR	R
00005278 GPAA	OFFICE CHAIR	R
00009561 GPAA	OFFICE CHAIR	R
00005244 GPAA	OFFICE CHAIR	R
00005250 GPAA	OFFICE CHAIR	R
00000938 GPAA	OFFICE CHAIR	R
00009503 GPAA	OFFICE CHAIR	R
00005295 GPAA	OFFICE CHAIR WITH FABRIC	R
00000071 GPAA	OFFICE CHAIR WITH FABRICK	R
00009494 GPAA	OFFICE CHAIR	R
00005962 GPAA	OFFICE CHAIR	R
00005961 GPAA	OFFICE CHAIR	R

00001547 GPAA	OFFICE CHAIR	R
00007149 GPAA	OFFICE CHAIR	R
00006369 GPAA	TECHNO 700 OAK ARM CHAIRS NEPTUNE	R
00004065 GPAA	Tuscany Highback Chair Swivel & Tilt (Open Plan)	R
00003976 GPAA	Tuscany Highback Chair Swivel & Tilt (Open Plan)	R
00009674 GPAA	Tuscany Highback Chair Swivel & Tilt (Open Plan)	R
00009673 GPAA	Tuscany Highback Chair Swivel & Tilt (Open Plan)	R
00005282 GPAA	H/B ZEUS FULL BACK SLEIGH BASED SIDE CHAIRS	R
00000943 GPAA	NUMBUS VIS ARM CHAIR BARCELONA	R
00005279 GPAA	VISITORS CHAIR	R
00005265 GPAA	VISITORS CHAIR	R
00005257 GPAA	VISITORS CHAIR	R
00005944 GPAA	VISITORS CHAIR	R
00005287 GPAA	VISITORS CHAIR OAK 4 LEGGED	R
00001540 GPAA	VISITORS CHAIR STACKABLE	R
00000964 GPAA	VISITORS CHAIR STACKABLE	R
00000965 GPAA	VISITORS CHAIR STACKABLE	R
00005276 GPAA	VISITORS CHAIRS WITH ARMS	R
00006384 GPAA	WOODEN BENCH	R
00003766 GPAA	COUCH	R
00007940 GPAA	COAT & HAT STAND	R
00001692 GPAA	CREDENZA	R
00001602 GPAA	CREDENZA	R
00001670 GPAA	CREDENZA	R
00007582 GPAA	CUPBOARD OAK EXECULINE SYSTEM	R
00007270 GPAA	CUPBOARD STEEL	R
00010792 GPAA	CUPBOARD SYSTEM 1200X1500 & 3 SHELVES	R
00007985 GPAA	DOCUMENT SHELVES MULTI	R
00007441 GPAA	DOCUMENT SHELVES MULTI	R
00003272 GPAA	FILLING CABINET WITH LOCKABLE DRAWERS	R
00001511 GPAA	PEDENZA WITH ROLLERDOOR	R
00007111 GPAA	STEEL STATIONERY CUPBOARD 1800	R
00001532 GPAA	PEDESTAL DRAWERS	R
00005964 GPAA	LOCKER	R
00018099 GPAA	FREE STANDING STEEL FILLING UNIT	R
00001696 GPAA	SPLIT DESK SCREEN	R
00001697 GPAA	SPLIT DESK SCREEN	R
00015304 GPAA	SCREENS DIVIDER	R
00015235 GPAA	DESK BASE SCREEN	R
00009339 GPAA	DIVIDER	R
00009340 GPAA	DIVIDER SCREEN BLUE 1200X1800	R
00010128 GPAA	FRIDGE BAUER FRIDGE (TS230)	R

00006207 GPAA	MICROWAVE SAMSUNG 17LT MANUAL	R
00007124 GPAA	HEATER OIL GOLDAIR 7 FIN	R
00007125 GPAA	FAN	R
00006843 GPAA	RUSSEL HOBBS 41CM MIST FAN	R
00007293 GPAA	SHREDDER REXO P325	R
00011056 GPAA	STEEL SINK	R
00009923	STEEL SINK	R
00007121 GPAA	FLOOR WASHER TASKI	R
00001363 GPAA	VACUUM CLEANER	R
00002897 GPAA	WHITE BOAD MAGNET	R
00002704 GPAA	L-SHAPE DESK	R
00013644 GPAA	EXEC L-SHAPE DESK	R
00002586 GPAA	CUBICLE DESK	R
00007483 GPAA	TABLE	R
00001270 GPAA	TABLE	R
00005953 GPAA	TABLE	R
00007299 GPAA	TABLE	R
00014621 GPAA	TABLE	R
00005270 GPAA	TABLE	R
00010816 GPAA	TABLE	R
00002930 GPAA	TABLE	R
00007303 GPAA	TABLE	R
00007927 GPAA	TABLE	R
00002839 GPAA	TABLE	R
00006735 GPAA	TABLE	R
00011053 GPAA	TABLE	R
00011053 GPAA	TABLE	R
00006383 GPAA	TABLE	R
00000929 GPAA	TABLE KITCHEN STEEL	R
00006283 GPAA	TABLE L SHAPED	R
00010142 GPAA	TABLE L SHAPED	R
00005420 GPAA	TABLE L-SHAPE CHERRY MEL	R
00007321 GPAA	TABLE PRINTER	R
00001526 GPAA	TABLE ROUND D/T NAKURU 1200 ANTIQUE	R
00006871 GPAA	TABLE SMALL	R
00011037 GPAA	TABLE SMALL	R
00004707 GPAA	TABLE SMALL	R
00003030 GPAA	TABLE SOLID WOOD	R
00007126 GPAA	TABLE STEEL	R
00014628 GPAA	TABLE TELEPHONE	R
00003296 GPAA	WORKSTATION DATALINE CHERRY MEL	R
00015176 GPAA	WORKSTATION WITH DESK BASED SCREEN	R

GPAA	OFFICE CHAIR	R
00002323 GPAA	AIRPORT CHAIR	R
00025095	AIRPORT CHAIR	R
00002986	BLACK AND BEIGE CHAIR	R
GPAA	BLACK CHAIR	R
00005305 GPAA	BLACK OFFICE CHAIR	R
00014680 GPAA	BLACK OFFICE CHAIR	R
00005993 GPAA	BLACK OFFICE CHAIR	R
00008950 GPAA	BLACK TUB	R
00009154 GPAA	BLACK TUB CHAIR	R
00025281 GPAA	BLUE CHAIR	R
00003769	BLUE CHAIR	R
00006370 GPAA	BLUE CHAIR	R
00016027 GPAA	BLUE CHAIR	R
00001555 GPAA	BLUE CHAIR	R
GPAA	BLUE CHAIR	R
00006018 GPAA	BLUE CHAIR	R
GPAA	BLUE CHAIR	R
00009768	BLUE LEATHER CHAIR	R
GPAA	BLUE LEATHER CHAIR	R
00006455 GPAA	BLUE OFFICE CHAIR	R
00002591 GPAA	BLUE TUB	R
00002205 GPAA	BLUE TUB	R
00002413 GPAA	BLUE TUB	R
00012634	BLUE WOODEN CHAIR	R
00003224	CHAIR	R
GPAA	CHAIR	R
GPAA	BROWN LEATHER CHAIR	R
00001356	CHAIR	R
00011030 GPAA	CHAIR	R
00011064 GPAA	CHAIR	R
00005454 GPAA	CHAIR	R
00002908	CHAIR	R
00005508	CHAIR	R
00004613 GPAA	CHAIR	R
00011033 GPAA	OFFICE CHAIR	R
00005994 GPAA	GREEN AND RED CHAIR	R
00007652	GREEN AND RED CHAIR	R
00003162 GPAA	GREEN AND RED CHAIR	R
00002836	GREEN AND RED CHAIR	R
00007240	GREEN CHAIR	R
00010185	GREEN CHAIR	R

00001551 GPAA	GREEN CHAIR	R
00007577	GREEN LEATHER CHAIR	R
00003290 GPAA	GREEN OFFICE CHAIR	R
00009162 GPAA	GREEN TUB	R
00005031	GREEN TUB	R
00009159 GPAA	GREEN TUB	R
00007418 GPAA	OFFICE CHAIR	R
00010151 GPAA	OFFICE CHAIR	R
00006003 GPAA	OFFICE CHAIR	R
00007819	OFFICE CHAIR	R
00001360	OFFICE CHAIR	R
00009018 GPAA	OFFICE CHAIR	R
00007857	OFFICE CHAIR	R
00018711	OFFICE CHAIR	R
00002555 GPAA	OFFICE CHAIR	R
00001399	OFFICE CHAIR	R
00005490 GPAA	OFFICE CHAIR	R
00002902	OFFICE CHAIR	R
00004132 GPAA	OFFICE CHAIR	R
00011031 GPAA	OFFICE CHAIR	R
00004430 GPAA	OFFICE CHAIR	R
00001560 GPAA	OFFICE CHAIR	R
00000332 GPAA	OFFICE CHAIR	R
00002410 GPAA	OFFICE CHAIR BLUE	R
00006008 GPAA	RED CHAIR	R
00004910 GPAA	RED CHAIR	R
00001988	RED CHAIR	R
00006382 GPAA	RED CHAIR	R
GPAA	RED CHAIR	R
00002207 GPAA	RED CHAIR	R
00001361 GPAA	RED CHAIR	R
00001548 GPAA	RED CHAIR	R
00001541 GPAA	RED CHAIR	R
00001546 GPAA	RED CHAIR	R
00011536	RED CHAIR	R
00001556 GPAA	RED CHAIR	R
00001799 GPAA	RED OFFICE CHAIR	R
00005719	RED OFFICE CHAIR	R
00001359 GPAA	RED OFFICE CHAIR	R
00002588 GPAA	RED OFFICE CHAIR	R
00001559 GPAA	RED TUB	R
00011469	RED TUB	R

00001544 GPAA	RED TUB	R
00007499	SLEEPER COUCH	R
00008560 GPAA	SLEEPER COUCH	R
00011464	SLEEPER COUCH	R
GPAA	STEEL CHAIR	R
GPAA	STEEL CHAIR	R
00002206 GPAA	TUB CHAIR	R
00005368 GPAA	VISITORS CHAIR	R
00004276 GPAA	VISITORS CHAIR	R
00007820	WOODEN CHAIR	R
00014805	WOODEN CHAIR	R
00005508	WOODEN CHAIR	R
00011100 GPAA	CABINET	R
00007144 GPAA	GENERAL INDOOR UNIT	R
00012085	CREDENZA	R
00001597 GPAA	CREDENZA	R
GPAA	DRAWER	R
00015230 GPAA	IN AND OUT TRAY	R
GPAA	IN AND OUT TRAY	R
00010599 GPAA	COMPUTER STAND	R
00000930 GPAA	DESK	R
00006371 GPAA	GREEN WOOD	R
00002065 GPAA	KITCHEN TABLE	R
00008558 GPAA	KITCHEN TABLE	R
00002415 GPAA	KITCHEN TABLE	R
00009926	KITCHEN TABLE	R
00007815 GPAA	KITCHEN UNIT	R
00003637	KITCHEN UNIT	R
GPAA	KITCHEN UNIT	R
00009764	KITCHEN UNIT	R
00005298 GPAA	LONG TABLE	R
00005299 GPAA	LONG TABLE	R
00007906 GPAA	OFFICE TABLE	R
00001601 GPAA	OFFICE TABLE	R
00003136 GPAA	OFFICE TABLE	R
GPAA	OFFICE TABLE	R
00002429	OFFICE TABLE	R
00009763	OFFICE TABLE	R
00013578	OFFICE TABLE	R
00020330	OFFICE TABLE	R
00000957 GPAA	OFFICE TABLE	R
00006129 GPAA	OFFICE TABLE	R

00006238 GPAA	OFFICE TABLE	R
00006856 GPAA	OFFICE TABLE	R
00009553	OVAL TABLE	R
00011052 GPAA	PLASTIC TABLE	R
00004418	PLASTIC TABLE	R
00011051 GPAA	PLASTIC TABLE	R
00011659 GPAA	ROUND TABLE	R
00007968	ROUND TABLE	R
00007747 GPAA	ROUND TABLE	R
00006381 GPAA	SMALL TABLE	R
00011606	SMALL TABLE	R
00002832 GPAA	SMALL TABLE	R
00006293	SMALL TABLE	R
GPAA	SMALL TROLLEY	R
00006377 GPAA	STEEL CABINET	R
00006376 GPAA	STEEL CABINET	R
00003771 GPAA	STEEL CABINET	R
GPAA	STEEL CUPBOARD	R
00007912	STEEL LOCKER	R
00002407 GPAA	STEEL LOCKER	R
00002409 GPAA	STEEL LOCKER	R
00001426 GPAA	STEEL LOCKER	R
00013447	STEEL SHELVES	R
GPAA	STEEL SHELVES	R
00003452 GPAA	STEEL TRAY	R
00006375 GPAA	TABLE	R
GPAA	TABLE	R
00011055 GPAA	TABLE	R
00011039 GPAA	TABLE	R
00001268 GPAA	TABLE	R
00005515	TABLE	R
00003506	TABLE TOP	R
00005264 GPAA	WHITE BOARD	R
00003137 GPAA	WHITE BOARD	R
00011606	WOODEN TABLE	R
00005540	WOODEN BENCH	R
GPAA	WOODEN BENCH	R
00003292 GPAA	WOODEN CABINET	R
GPAA	WOODEN CABINET	R
00002854 GPAA	WOODEN CABINET	R
00015451 GPAA	WOODEN CABINET	R
00014442 GPAA	WOODEN CABINET	R

00000935 GPAA	WOODEN CABINET	R
00002352	WOODEN CABINET	R
00010869 GPAA	WOODEN FILLING CABINET	R
00013308	WOODEN SHELVE	R
00001772 GPAA	STEEL CABINET	R
00015162 GPAA	OFFICE DIVIDER	R
GPAA	OFFICE DIVIDER	R
00005826	DESPATCH MACHINE	R
00000967	DESPATCH MACHINE	R
00002068 GPAA	OIL HEATER	R
00001311 GPAA	FAN	R
00003551 GPAA	FAN	R
00000280 GPAA	FAN	R
00011919	FAN	R
00008777 GPAA	DEFY BAR FRIDGE	R
00008115 GPAA	WHITE KIC DOUBLE DOOR FRIDGE	R
00009960	FRIDGE	R
00004283 GPAA	STEEL TROLLEY	R
GPAA	STEEL TROLLEY	R
00001054	STEEL TROLLEY	R
GPAA	STEEL TROLLEY	R
GPAA	TROLLEY	R
00004283 GPAA	BLUE STEEL TROLLEY	R
GPAA	FOOD WARMER	R
GPAA	STOVE	R
00011671	URN	R
GPAA	GAZEBO	R
00003311 GPAA	DAIKIN INDOOR UNIT	R
00003448 GPAA	DAIKIN INDOOR UNIT	R
00002208 GPAA	DAIKIN INDOOR UNIT	R
00010630	DAIKIN INDOOR UNIT	R
00003709 GPAA	DAIKIN INDOOR UNIT	R
00003744 GPAA	DAIKIN INDOOR UNIT	R
00002601 GPAA	DAIKIN INDOOR UNIT	R
00003537 GPAA	DAIKIN INDOOR UNIT	R
00003503 GPAA	DAIKIN INDOOR UNIT	R
00003561 GPAA	DAIKIN INDOOR UNIT	R
	TOTAL VALUE	R

Required by:

GPAA /CEO

At: 34 Hamilton str
Brand and model
Country of origin
Does offer comply with specification? *YES/NO
If not to specification, indicate deviation(s)
Period required for delivery
*Delivery: *FIRM/NOT FIRM
Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
* Delete if not applicable

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

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

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

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

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

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

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

.....

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee Pearsal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....

.....

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

(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:
- a. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - e. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- a. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - b. in the event of termination of production of the spare parts:
 - i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.6. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

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

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

17. PRICES

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

18. CONTRACT AMENDMENTS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIERS PERFORMANCE

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authorities.

- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

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

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

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

28. LIMITATION OF LIABILITY

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

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

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

32. TAXES AND DUTIES

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, GPAA must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.