



the gpaa

Department:
Government Pensions Administration Agency
REPUBLIC OF SOUTH AFRICA

(GPAA)

SCM

Standard Bid Document

**Request for Proposal (RFP) sale of old
Office furniture at
Government Pensions Administration Agency (GPAA)**

INVITATION TO BID

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

BID NUMBER: **GPAA 09/2016** CLOSING DATE: **30 March 2016**
CLOSING TIME: **11:00 am**
DESCRIPTION **Sale of old 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 CODENUMBER.....
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 09/2016
Closing Time 11:00am on Wednesday, 30 March 2016	

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

No	BARCODE	DESCRIPTION	BOOK VALUE
1	00004342 GPAA	Air conditioner	R
2	00004377 GPAA	Air conditioner	R
3	00004441 GPAA	Air conditioner	R
4	00004485 GPAA	Air conditioner	R
5	00004519 GPAA	Air conditioner	R
6	00004567 GPAA	Air conditioner	R
7	00004637 GPAA	Air conditioner	R
8	00004679 GPAA	Air conditioner	R
9	00005425 GPAA	Air conditioner	R
10	00005487 GPAA	Air conditioner	R
11	00006957 GPAA	Air conditioner	R
12	00007726 GPAA	Air conditioner	R
13	00008280 GPAA	Air conditioner	R
14	00005100	Air conditioner	R
15	00006531	Air conditioner	R
16	00010848	Air conditioner	R
17	00014001	Air conditioner	R
18	00002619 GPAA	Air conditioner	R
19	00004542 GPAA	Air conditioner	R
20	00004746 GPAA	Air conditioner	R
21	00004800 GPAA	Air conditioner	R
22	00010813 GPAA	Air conditioner	R
23	00010905 GPAA	Air conditioner	R
24	00014638 GPAA	Air conditioner	R
25	00008074 GPAA	Bar fridge	R
26	00001289 GPAA	Bauer Fridge	R
27	00001065 GPAA	Board	R
28	00013217	Board	R
29	00002748 GPAA	Buffing machine	R
30	00004300 GPAA	Cabinet	R

31	00007251 GPAA	Cabinet	R
32	00007037 GPAA	Cabinet	R
33	00007049 GPAA	Cabinet	R
34	00009302 GPAA	Cabinet	R
35	00010711 GPAA	Cabinet	R
36	00011401 GPAA	Cabinet	R
37	00001803 GPAA	Cabinet	R
38	00003545 GPAA	Cabinet	R
39	00006173 GPAA	Cabinet	R
40	00006552 GPAA	Cabinet	R
41	00008995 GPAA	Cabinet	R
42	00011075 GPAA	Cabinet	R
43	00003625	Chair	R
44	00000291 GPAA	Chair	R
45	00000826 GPAA	Chair	R
46	00001221 GPAA	Chair	R
47	00001564 GPAA	Chair	R
48	00001594 GPAA	Chair	R
49	00001817 GPAA	Chair	R
50	00001959 GPAA	Chair	R
51	00002002 GPAA	Chair	R
52	00002067 GPAA	Chair	R
53	00002298 GPAA	Chair	R
54	00002308 GPAA	Chair	R
55	00002318 GPAA	Chair	R
56	00002326 GPAA	Chair	R
57	00002327 GPAA	Chair	R
58	00002364 GPAA	Chair	R
59	00002372 GPAA	Chair	R
60	00002506 GPAA	Chair	R
61	00002519 GPAA	Chair	R
62	00002534 GPAA	Chair	R
63	00002710 GPAA	Chair	R
64	00002921 GPAA	Chair	R
65	00002925 GPAA	Chair	R
66	00003198 GPAA	Chair	R
67	00003222 GPAA	Chair	R
68	00003240 GPAA	Chair	R
69	00003241 GPAA	Chair	R
70	00003309 GPAA	Chair	R
71	00003326 GPAA	Chair	R
72	00003660 GPAA	Chair	R
73	00004072 GPAA	Chair	R
74	00004110 GPAA	Chair	R
75	00004117 GPAA	Chair	R

76	00004137 GPAA	Chair	R
77	00004178 GPAA	Chair	R
78	00004218 GPAA	Chair	R
79	00004279 GPAA	Chair	R
80	00004281 GPAA	Chair	R
81	00004284 GPAA	Chair	R
82	00004345 GPAA	Chair	R
83	00004355 GPAA	Chair	R
84	00004360 GPAA	Chair	R
85	00004378 GPAA	Chair	R
86	00004404 GPAA	Chair	R
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89	00004468 GPAA	Chair	R
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91	00004483 GPAA	Chair	R
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94	00004532 GPAA	Chair	R
95	00004538 GPAA	Chair	R
96	00004545 GPAA	Chair	R
97	00004575 GPAA	Chair	R
98	00004597 GPAA	Chair	R
99	00004604 GPAA	Chair	R
100	00004661 GPAA	Chair	R
101	00004662 GPAA	Chair	R
102	00004664 GPAA	Chair	R
103	00004692 GPAA	Chair	R
104	00004719 GPAA	Chair	R
105	00004724 GPAA	Chair	R
106	00004732 GPAA	Chair	R
107	00004764 GPAA	Chair	R
108	00004777 GPAA	Chair	R
109	00004782 GPAA	Chair	R
110	00004830 GPAA	Chair	R
111	00004851 GPAA	Chair	R
112	00004876 GPAA	Chair	R
113	00004902 GPAA	Chair	R
114	00004906 GPAA	Chair	R
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116	00004920 GPAA	Chair	R
117	00004928 GPAA	Chair	R
118	00004962 GPAA	Chair	R
119	00004974 GPAA	Chair	R
120	00005039 GPAA	Chair	R

121	00005040 GPAA	Chair	R
122	00005042 GPAA	Chair	R
123	00005063 GPAA	Chair	R
124	00005099 GPAA	Chair	R
125	00005125 GPAA	Chair	R
126	00005148 GPAA	Chair	R
127	00005193 GPAA	Chair	R
128	00005206 GPAA	Chair	R
129	00005214 GPAA	Chair	R
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143	00005452 GPAA	Chair	R
144	00005472 GPAA	Chair	R
145	00005485 GPAA	Chair	R
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147	00005567 GPAA	Chair	R
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297	00003115	Chair	R
298	00003538	Chair	R
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322	00021199	Chair	R
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345	00007948 GPAA	Chair	R
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351	00021326 GPAA	Chair	R
352	00021397 GPAA	Chair	R
353	00021522 GPAA	Chair	R
354	00021532 GPAA	Chair	R
355	00021555 GPAA	Chair	R
356	00021574 GPAA	Chair	R
357	00021681 GPAA	Chair	R
358	00001966 GPAA	Computer stand	R
359	00002024 GPAA	Computer stand	R
360	00005054 GPAA	Computer stand	R
361	00005241 GPAA	Computer stand	R
362	00006525 GPAA	Computer stand	R
363	00010563 GPAA	Computer stand	R
364	00003083 GPAA	Coor star bar fridge	R
365	00004011	Corner table	R
366	00014665 GPAA	Couch	R
367	00015466 GPAA	Couch	R
368	00011406	Couch	R
369	00025698	Couch	R
370	00005120 GPAA	Couch	R
371	00014667 GPAA	Couch	R
372	00001660 GPAA	Credenza	R
373	00001824 GPAA	Credenza	R
374	00002045 GPAA	Credenza	R
375	00004255 GPAA	Credenza	R
376	00006428 GPAA	Credenza	R
377	00006564 GPAA	Credenza	R
378	00007032 GPAA	Credenza	R
379	00007349 GPAA	Credenza	R
380	00007570 GPAA	Credenza	R
381	00007571 GPAA	Credenza	R
382	00009062 GPAA	Credenza	R
383	00009071 GPAA	Credenza	R
384	00009131 GPAA	Credenza	R
385	00009448 GPAA	Credenza	R
386	00009364	Credenza	R
387	00006306 GPAA	Credenza	R
388	00009445 GPAA	Credenza	R
389	00021323 GPAA	Credenza	R
390	00000531 GPAA	Defy fridge	R
391	00003539	Defy fridge	R

392	00001464 GPAA	Drawer	R
393	00001470 GPAA	Drawer	R
394	00001802 GPAA	Drawer	R
395	00001847 GPAA	Drawer	R
396	00001848 GPAA	Drawer	R
397	00001873 GPAA	Drawer	R
398	00001934 GPAA	Drawer	R
399	00002841 GPAA	Drawer	R
400	00003274 GPAA	Drawer	R
401	00005541 GPAA	Drawer	R
402	00006542 GPAA	Drawer	R
403	00006937 GPAA	Drawer	R
404	00007030 GPAA	Drawer	R
405	00007045 GPAA	Drawer	R
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409	00007333 GPAA	Drawer	R
410	00007342 GPAA	Drawer	R
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412	00007401 GPAA	Drawer	R
413	00010030 GPAA	Drawer	R
414	00010812 GPAA	Drawer	R
415	00014484 GPAA	Drawer	R
416	00015216 GPAA	Drawer	R
417	00015236 GPAA	Drawer	R
418	00010572 GPAA	Drawer	R
419	00003791	Drawer	R
420	00007020	Drawer	R
421	00017373	Drawer	R
422	00007951 GPAA	Drawer	R
423	00003418 GPAA	Dust Bin	R
424	00003536 GPAA	Dust Bin	R
425	00004514 GPAA	Fan	R
426	00008206 GPAA	Fan	R
427	00015170 GPAA	Fan	R
428	00003276	Fan	R
429	00001840 GPAA	Filing Cabinet	R
430	00001849 GPAA	Filing Cabinet	R
431	00005515 GPAA	Filing Cabinet	R
432	00006505 GPAA	Filing Cabinet	R
433	00007254 GPAA	Filing Cabinet	R
434	00010502 GPAA	Filing Cabinet	R
435	00010760 GPAA	Filing Cabinet	R
436	00013363 GPAA	Filing Cabinet	R

437	00014753 GPAA	Filing Cabinet	R
438	00009231	Filing Cabinet	R
439	00011075	Filing Cabinet	R
440	00015118 GPAA	Foot rest	R
441	00006033 GPAA	Fridge	R
442	00001292 GPAA	Hydroboil	R
443	00011055	In and out ray	R
444	00003036 GPAA	KIC fridge	R
445	00001861 GPAA	Letter tray	R
446	00001936 GPAA	Letter tray	R
447	00007943	Letter tray	R
448	00021390	LG Microwave	R
449	00022002	LG Microwave	R
450	00006935 GPAA	Locker	R
451	00021663 GPAA	Locker	R
452	00004306 GPAA	Machine	R
453	00008110 GPAA	Microstar microwave	R
454	00008117 GPAA	microwave	R
455	00006958 GPAA	Round table	R
456	00010661 GPAA	Round table	R
457	00001828 GPAA	Round table	R
458	00007266 GPAA	Round table	R
459	00004305 GPAA	Samsung microwave	R
460	00009387 GPAA	Samsung microwave	R
461	00004286 GPAA	Samsung microwave	R
462	00004302 GPAA	Samsung microwave	R
463	00009925 GPAA	Samsung microwave	R
464	00009949 GPAA	Samsung microwave	R
465	00009956 GPAA	Samsung microwave	R
466	00007012	Screen divider	R
467	00017029	Screen divider	R
468	00001982 GPAA	Screen divider	R
469	00001990 GPAA	Screen divider	R
470	00004810 GPAA	Screen divider	R
471	00004811 GPAA	Screen divider	R
472	00004813 GPAA	Screen divider	R
473	00004818 GPAA	Screen divider	R
474	00004841 GPAA	Screen divider	R
475	00004849 GPAA	Screen divider	R
476	00004854 GPAA	Screen divider	R
477	00004860 GPAA	Screen divider	R
478	00004867 GPAA	Screen divider	R
479	00004873 GPAA	Screen divider	R
480	00004879 GPAA	Screen divider	R
481	00004888 GPAA	Screen divider	R

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485	00004913 GPAA	Screen divider	R
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493	00004985 GPAA	Screen divider	R
494	00004998 GPAA	Screen divider	R
495	00005016 GPAA	Screen divider	R
496	00005149 GPAA	Screen divider	R
497	00005150 GPAA	Screen divider	R
498	00005152 GPAA	Screen divider	R
499	00005159 GPAA	Screen divider	R
500	00005162 GPAA	Screen divider	R
501	00005167 GPAA	Screen divider	R
502	00005170 GPAA	Screen divider	R
503	00005174 GPAA	Screen divider	R
504	00005175 GPAA	Screen divider	R
505	00005196 GPAA	Screen divider	R
506	00005203 GPAA	Screen divider	R
507	00005213 GPAA	Screen divider	R
508	00005219 GPAA	Screen divider	R
509	00005224 GPAA	Screen divider	R
510	00005228 GPAA	Screen divider	R
511	00005229 GPAA	Screen divider	R
512	00005307 GPAA	Screen divider	R
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514	00005320 GPAA	Screen divider	R
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518	00005346 GPAA	Screen divider	R
519	00005349 GPAA	Screen divider	R
520	00005354 GPAA	Screen divider	R
521	00005360 GPAA	Screen divider	R
522	00005362 GPAA	Screen divider	R
523	00005365 GPAA	Screen divider	R
524	00005367 GPAA	Screen divider	R
525	00005395 GPAA	Screen divider	R
526	00005401 GPAA	Screen divider	R

527	00005403 GPAA	Screen divider	R
528	00005444 GPAA	Screen divider	R
529	00005352	Screen divider	R
530	00006859	Screen divider	R
531	00009376	Screen divider	R
532	00017012	Screen divider	R
533	00017014	Screen divider	R
534	00017017	Screen divider	R
535	00017021	Screen divider	R
536	00017028	Screen divider	R
537	00017038	Screen divider	R
538	00017041	Screen divider	R
539	00017043	Screen divider	R
540	00017060	Screen divider	R
541	00017063	Screen divider	R
542	00017064	Screen divider	R
543	00017068	Screen divider	R
544	00017071	Screen divider	R
545	00017074	Screen divider	R
546	00005329 GPAA	Screen divider	R
547	00006417 GPAA	Screen divider	R
548	00014436 GPAA	Server	R
549	00007116 GPAA	Shredding machine	R
550	00003271 GPAA	Steel cabinet	R
551	00003273 GPAA	Steel cabinet	R
552	00006600 GPAA	Steel cabinet	R
553	00007183 GPAA	Steel cabinet	R
554	00007302 GPAA	Steel cabinet	R
555	00007340 GPAA	Steel cabinet	R
556	00007433 GPAA	Steel cabinet	R
557	00007486 GPAA	Steel cabinet	R
558	00007546 GPAA	Steel cabinet	R
559	00007855 GPAA	Steel cabinet	R
560	00006824	Steel cabinet	R
561	00007822	Steel cabinet	R
562	00010941	Steel cabinet	R
563	00011000	Steel cabinet	R
564	00011008	Steel cabinet	R
565	00001494 GPAA	Steel drawers	R
566	00013435	Suggestion box	R
567	00002845	Table	R
568	00009460	Table	R
569	00013077	Table	R
570	00000482 GPAA	Table	R
571	00001288 GPAA	Table	R

572	00001578 GPAA	Table	R
573	00001800 GPAA	Table	R
574	00001807 GPAA	Table	R
575	00001875 GPAA	Table	R
576	00001915 GPAA	Table	R
577	00001949 GPAA	Table	R
578	00002020 GPAA	Table	R
579	00002473 GPAA	Table	R
580	00002479 GPAA	Table	R
581	00003250 GPAA	Table	R
582	00004338 GPAA	Table	R
583	00004520 GPAA	Table	R
584	00004812 GPAA	Table	R
585	00004815 GPAA	Table	R
586	00004821 GPAA	Table	R
587	00004824 GPAA	Table	R
588	00004829 GPAA	Table	R
589	00004833 GPAA	Table	R
590	00004843 GPAA	Table	R
591	00004853 GPAA	Table	R
592	00004855 GPAA	Table	R
593	00004861 GPAA	Table	R
594	00004863 GPAA	Table	R
595	00004866 GPAA	Table	R
596	00004869 GPAA	Table	R
597	00004877 GPAA	Table	R
598	00004882 GPAA	Table	R
599	00004901 GPAA	Table	R
600	00004921 GPAA	Table	R
601	00004922 GPAA	Table	R
602	00004926 GPAA	Table	R
603	00004934 GPAA	Table	R
604	00004958 GPAA	Table	R
605	00004969 GPAA	Table	R
606	00004986 GPAA	Table	R
607	00004991 GPAA	Table	R
608	00004993 GPAA	Table	R
609	00005003 GPAA	Table	R
610	00005006 GPAA	Table	R
611	00005009 GPAA	Table	R
612	00005012 GPAA	Table	R
613	00005097 GPAA	Table	R
614	00005098 GPAA	Table	R
615	00005155 GPAA	Table	R
616	00005161 GPAA	Table	R

617	00005164 GPAA	Table	R
618	00005177 GPAA	Table	R
619	00005179 GPAA	Table	R
620	00005183 GPAA	Table	R
621	00005188 GPAA	Table	R
622	00005191 GPAA	Table	R
623	00005192 GPAA	Table	R
624	00005238 GPAA	Table	R
625	00005242 GPAA	Table	R
626	00005246 GPAA	Table	R
627	00005249 GPAA	Table	R
628	00005301 GPAA	Table	R
629	00005303 GPAA	Table	R
630	00005306 GPAA	Table	R
631	00005315 GPAA	Table	R
632	00005323 GPAA	Table	R
633	00005328 GPAA	Table	R
634	00005337 GPAA	Table	R
635	00005352 GPAA	Table	R
636	00005373 GPAA	Table	R
637	00005375 GPAA	Table	R
638	00005380 GPAA	Table	R
639	00005382 GPAA	Table	R
640	00005399 GPAA	Table	R
641	00005406 GPAA	Table	R
642	00005424 GPAA	Table	R
643	00005432 GPAA	Table	R
644	00005442 GPAA	Table	R
645	00005443 GPAA	Table	R
646	00005885 GPAA	Table	R
647	00006299 GPAA	Table	R
648	00006307 GPAA	Table	R
649	00006430 GPAA	Table	R
650	00006545 GPAA	Table	R
651	00006686 GPAA	Table	R
652	00006733 GPAA	Table	R
653	00006734 GPAA	Table	R
654	00006752 GPAA	Table	R
655	00007043 GPAA	Table	R
656	00007117 GPAA	Table	R
657	00007171 GPAA	Table	R
658	00007173 GPAA	Table	R
659	00007225 GPAA	Table	R
660	00007233 GPAA	Table	R
661	00007280 GPAA	Table	R

662	00007285 GPAA	Table	R
663	00007331 GPAA	Table	R
664	00007345 GPAA	Table	R
665	00007351 GPAA	Table	R
666	00007372 GPAA	Table	R
667	00007397 GPAA	Table	R
668	00007424 GPAA	Table	R
669	00007436 GPAA	Table	R
670	00007446 GPAA	Table	R
671	00007462 GPAA	Table	R
672	00008334 GPAA	Table	R
673	00008489 GPAA	Table	R
674	00009073 GPAA	Table	R
675	00009327 GPAA	Table	R
676	00009443 GPAA	Table	R
677	00009485 GPAA	Table	R
678	00009502 GPAA	Table	R
679	00009506 GPAA	Table	R
680	00009514 GPAA	Table	R
681	00009604 GPAA	Table	R
682	00009616 GPAA	Table	R
683	00010489 GPAA	Table	R
684	00010784 GPAA	Table	R
685	00011038 GPAA	Table	R
686	00011050 GPAA	Table	R
687	00015127 GPAA	Table	R
688	00015397 GPAA	Table	R
689	00015455 GPAA	Table	R
690	00015462 GPAA	Table	R
691	00021372 GPAA	Table	R
692	00003122	Table	R
693	00003225	Table	R
694	00003312	Table	R
695	00003465	Table	R
696	00003789	Table	R
697	00004088	Table	R
698	00004194	Table	R
699	00004614	Table	R
700	00004999	Table	R
701	00005079	Table	R
702	00006422	Table	R
703	00006698	Table	R
704	00006830	Table	R
705	00006847	Table	R
706	00007045	Table	R

707	00007944	Table	R
708	00010149	Table	R
709	00010936	Table	R
710	00010963	Table	R
711	00011371	Table	R
712	00013092	Table	R
713	00013376	Table	R
714	00013526	Table	R
715	00013870	Table	R
716	00014172	Table	R
717	00017005	Table	R
718	00017101	Table	R
719	00017102	Table	R
720	00017104	Table	R
721	00017107	Table	R
722	00017108	Table	R
723	00017109	Table	R
724	00017111	Table	R
725	00017112	Table	R
726	00017113	Table	R
727	00017115	Table	R
728	00017116	Table	R
729	00017117	Table	R
730	00017118	Table	R
731	00017119	Table	R
732	00017120	Table	R
733	00017121	Table	R
734	00017123	Table	R
735	00017124	Table	R
736	00017125	Table	R
737	00017126	Table	R
738	00017127	Table	R
739	00017129	Table	R
740	00017130	Table	R
741	00017132	Table	R
742	00017133	Table	R
743	00017134	Table	R
744	00017137	Table	R
745	00017139	Table	R
746	00017141	Table	R
747	00017142	Table	R
748	00017143	Table	R
749	00017144	Table	R
750	00017145	Table	R
751	00017146	Table	R

752	00017147	Table	R
753	00017150	Table	R
754	00017151	Table	R
755	00017152	Table	R
756	00017153	Table	R
757	00017154	Table	R
758	00017155	Table	R
759	00017159	Table	R
760	00017160	Table	R
761	00017161	Table	R
762	00017162	Table	R
763	00017163	Table	R
764	00017164	Table	R
765	00017165	Table	R
766	00017168	Table	R
767	00017170	Table	R
768	00017171	Table	R
769	00017172	Table	R
770	00017191	Table	R
771	00017203	Table	R
772	00017207	Table	R
773	00017211	Table	R
774	00017216	Table	R
775	00017221	Table	R
776	00017231	Table	R
777	00017235	Table	R
778	00017246	Table	R
779	00017249	Table	R
780	00017252	Table	R
781	00017256	Table	R
782	00017257	Table	R
783	00017258	Table	R
784	00021376	Table	R
785	00025194	Table	R
786	00001666 GPAA	Table	R
787	00001723 GPAA	Table	R
788	00002928 GPAA	Table	R
789	00004278 GPAA	Table	R
790	00004840 GPAA	Table	R
791	00004848 GPAA	Table	R
792	00004956 GPAA	Table	R
793	00004997 GPAA	Table	R
794	00005173 GPAA	Table	R
795	00005222 GPAA	Table	R
796	00005256 GPAA	Table	R

797	00005324 GPAA	Table	R
798	00005359 GPAA	Table	R
799	00006187 GPAA	Table	R
800	00006203 GPAA	Table	R
801	00006736 GPAA	Table	R
802	00007199 GPAA	Table	R
803	00009183 GPAA	Table	R
804	00010797 GPAA	Table	R
805	00016413 GPAA	Table	R
806	00021385 GPAA	Table	R
807	00000042 GPAA	Trolley	R
808	00001355 GPAA	Trolley	R
809	00001829 GPAA	Trolley	R
810	00003038 GPAA	Trolley	R
811	00004230 GPAA	Trolley	R
812	00008112 GPAA	Trolley	R
813	00015310 GPAA	Trolley	R
814	00009849 GPAA	Trolley	R
815	00005881 GPAA	Trolley	R
816	00001010	Trolley	R
817	00009212	Trolley	R
818	00010037	Trolley	R
819	00012408	Trolley	R
820	00013408	Trolley	R
821	00014524	Trolley	R
822	00014525	Trolley	R
823	00025340	Trolley	R
824	NA	Trolley	R
825	00004228 GPAA	Trolley	R
826	00006414 GPAA	Trolley	R
827	00009199 GPAA	Trolley	R
828	00009857 GPAA	Trolley	R
829	00008116 GPAA	Urn	R
830	00008610 GPAA	Urn	R
831	00015490 GPAA	Urn	R
832	00006188 GPAA	Urn	R
833	00007208 GPAA	Urn	R
834	00009850 GPAA	Urn	R
835	00011086 GPAA	Urn	R
836	00015308 GPAA	Urn	R
837	00024642	Urn	R
838	00001369 GPAA	Vacuum Cleaner	R
839	00003762 GPAA	Vacuum Cleaner	R
840	00003770 GPAA	Vacuum Cleaner	R
841	00009632 GPAA	Vacuum Cleaner	R

842	00003038	Vacuum Cleaner	R
843	00010663	Vacuum Cleaner	R
844	00011155	Vacuum Cleaner	R
845	00020835	Vacuum Cleaner	R
846	00020873	Vacuum Cleaner	R
847	00020875	Vacuum Cleaner	R
848	00020879	Vacuum Cleaner	R
849	00020898	Vacuum Cleaner	R
850	00020899	Vacuum Cleaner	R
851	00001442 GPAA	Vacuum Cleaner	R
852	00001615 GPAA	Vacuum Cleaner	R
853	00001642 GPAA	Vacuum Cleaner	R
854	00002248 GPAA	Vacuum Cleaner	R
855	00005247 GPAA	Vacuum Cleaner	R
856	00006112 GPAA	Vacuum Cleaner	R
857	00006270 GPAA	Vacuum Cleaner	R
858	00007642 GPAA	Vacuum Cleaner	R
859	00007741 GPAA	Vacuum Cleaner	R
860	00008719 GPAA	Vacuum Cleaner	R
861	00009212 GPAA	Vacuum Cleaner	R
862	00016255 GPAA	Vacuum Cleaner	R
863	00009143 GPAA	White board	R
864	00009632	Whiteboard	R
GRANT TOTAL			R

Required by: GPAA /CEO

At: 34 Hamilton Street

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, **YES/NO**

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?

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 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

.....
Position

.....
Name of Bidder

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 horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition, meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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.

TABLE OF CLAUSES

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

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

2. APPLICATION

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

3. GENERAL

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

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 as 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 ex-

pense 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.