



the gpaa

Department:  
Government Pensions Administration Agency  
REPUBLIC OF SOUTH AFRICA

# Government Pensions Administration Agency (GPAA)

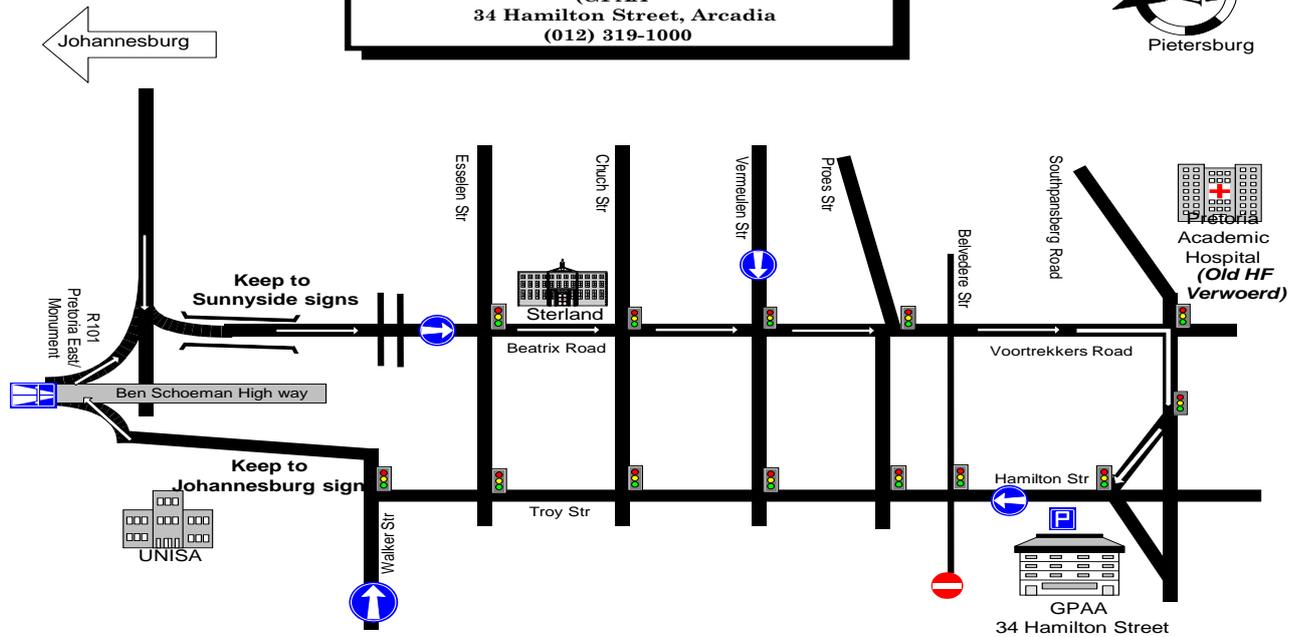
## GPAA 13/2022

### Request for proposals (RFP) for the appointment of panel of service providers for provision for travel and accommodation Services at Government Pensions Administration Agency for a Period of Five Years.

#### INSTRUCTION TO SUBMIT YOUR BID

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

**Map to  
Chief Directorate : Pensions Administration  
(GPAA  
34 Hamilton Street, Arcadia  
(012) 319-1000**



**Enquiries:**

Lesego Motlhasedi  
Lesego.Motlhasedi@gpaa.gov.za

**Last day of responding to written enquires will be seven days before bid closing date**

**Physical address:**

GPAA Offices  
34 Hamilton Street  
Arcadia  
Pretoria

## 1. INTRODUCTION

- 1.1 Government Pensions Administration Agency (GPAA) was established in 2010, in terms of section 7A (4) of the Public Service Act of 1994. The GPAA is responsible for managing and administering pensions and other benefits for government employees in South Africa. It has branches in 9 provinces and have a staff complement of about 1200 and many of its officials are required to travel for business purposes, nationally and internationally.
- 1.2 The GPAA intends to procure the services of at least **2 (two)** experienced panel of service providers to provide travel and accommodation services mainly for the staff members, and for external experts travelling across South Africa and beyond. Travel arrangements will consist of air travel, hotel accommodation, airport transfers, shuttle services, venue bookings, conferencing and other services detailed in the scope of work section of this document.
- 1.3 The duration of the contract will be 5 years.

## 2. OBJECTIVES

- 2.1 The objective is to have a panel of Travel Management Companies (TMC) that will provide a high level of travel services to the GPAA so that client and other stakeholders are serviced adequately.
- 2.2 The framework contract with the TMC's seeks to obtain travel services at the most direct and lowest cost for the GPAA members for the purpose of official travel.

## 3. DEFINITIONS

**ABTA** means the African Business Travel Association.

**ASATA** means the Association of South African Travel Agencies.

**Accommodation** means the rental of lodging facilities while away from one's abode, but on authorised official duty.

**After-hours service** refers to an enquiry or travel request that is actioned after normal working hours i.e. 17h00 on weekdays and twenty-four (24) hours on weekends and public holidays.

**Air Travel** means travel by airline on authorised official business.

**Authorising Official** means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g., line manager of the traveller.

**Car Rental** means the rental of a vehicle for a short period of time by the Traveller for official purposes.

**Domestic Travel** means travel within the borders of the Republic of South Africa.

**Emergency Service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

**International Travel** refers to travel outside the borders of the Republic of South Africa.

**Lodge Card** is a credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is lodged with the TMC to which all expenditure is charged.

**Management Fee** is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management service, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets, etc).

**Merchant Fees** are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.

**Quality Management System** means a collection of business processes focused in consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organisational structure, policies, procedures, processes and resources needed to implement quality management.

**SATSA** means South African Tourism Services Association

**Service Level Agreement (SLA)** is a contract between the TMC and the GPAA that defines the level of service expected from the TMC.

**Shuttle Service** means the service offered to transfer a Traveller from one point to another, for example from work to the airport.

**Third Party** fees are payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC.

**Transaction Fee** means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type per transaction per traveller

**Traveller** refers to the GPAA official travelling on official business on behalf of the GPAA.

Travel Booker is the person coordinating travel reservations with the TMC consultant on behalf of the traveller e.g. the personal assistant or administrator.

**Travel Management Company or TMC** refers to the Company contracted to provide travel management services.

**Travel Voucher** means the document issued by the TMC to confirm the reservation and/or payment of specific travel arrangements.

**Value Added Services** are services that enhance or complement the general travel management services e.g. Rules and procedures at the airports.

**VAT** means Value Added Tax.

**VIP or Executive Service** means the specialised and personalised travel management services to selected employees of the GPAA by a dedicated consultant to ensure a seamless travel experience.

#### **4. GPAA TRAVEL AND ACCOMODATION REQUIREMENTS**

- 4.1 When making bookings for travel, accommodation, conference, car hire preference must be given to the instruction of the GPAA officials in compliance with the National Treasury's travel policies and in line with the National Treasury Instruction Notes on Cost Containment Measures
- 4.2 The appointed Travel Management Company (TMC) is expected to win over market share through its quality services and competitive prices. The TMC is expected to negotiate government discounts in terms of group bookings, be prepared to offer special fares, and must be able to negotiate optimal rates with car rental companies, shuttle service, airfares and accommodation providers. Full economy fares may only be used if no reduced fares are available and business class tickets are only booked as per National Treasury Instruction.
- 4.3 The service levels agreed to between both parties after the award of the contract will be outlined in the Service Level Agreement.

#### **5. SERVICE REQUIREMENTS**

##### **5.1 General**

The successful bidders will be required to provide travel and accommodation management services. Deliverables include, without limitation, the following:

- (a) Travel management services to travellers travelling on behalf of the GPAA locally and internationally. This will include employees, and GPAA stakeholders.
- (b) Travel management services during normal office and after hours and emergency services as stipulated in this document. The travel requirements would be for a full service travel model with the same technical possibilities as a general travel agency. The dedicated GPAA travel consultant must have 24-hour support line for the GPAA.
- (c) Ensuring an after-hours support service to facilitate amendments to travel arrangements including airport car hire in case of emergency, revalidation, reconfirmation, cancellations, preparation of alternative routings, departures and arrivals at lowest cost for the GPAA staff members and external experts.
- (d) Familiarisation with the GPAA's current business processes.
- (e) Familiarisation with travel suppliers and negotiated agreements that are in place between the National Treasury and third parties. Assist with further negotiations for better deals with travel service providers.
- (f) Familiarisation with National Treasury Travel Policy and implementation of controls to ensure compliance.
- (g) Provision of a facility for the GPAA to update their travellers' profiles.
- (h) Management of third party service providers by addressing service failures and complaints against service providers.
- (i) Provision of detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

- (k) Accounting for all administrative costs, and cost saving for the GPAA relating to the financial management of the framework contract. This statement should reach the GPAA not later than the 21st of the following month.
- (l) Provision of detailed statistics at the end of each month on services carried out by the agent. The report shall consist of sales activity showing detailed analysis of the number of trips, destinations, the number of changes, amendments and cancellations made, carrier used and savings achieved from the lowest available fair.
- (m) Conducting continuous workshops and or information session to the GPAA employees in the Head Office and Regional Offices.
- (n) Provision of information on inoculation certificates, immigration clearance, foreign exchange control regulation and other government restrictions. Also it shall provide assistance in obtaining travel tax exemption certifications, passports, entry visas and permits to the country.
- (o) Carrying out investigations on any travel complaints from travellers, i.e. recovery of lost baggage, flight changes, etc and prompt feedback be provided in accordance with the Service Level Agreement.
- (p) Assisting with regard to dietary requirements, health issues and disabilities.
- (r) Conduct workshops as part of their service for travel bookers to ensure an efficient booking process.

**5.2 Estimated travel Volumes per month** (to show the bidder estimated volumes to expect with regards to service requests)

<b>Service category</b>	<b>Estimated number of transactions</b>
Air travel -domestic	120
Air travel - international	1
Car rentals domestic	71
Car rental - international	0
Shuttle services	23
Accommodation - domestic	124
Accommodation- international	1
Transfers -international	1
Bus bookings	1
Venue/Events	3
Conferences	3
After hours service requests	15
<b>Total transactions</b>	<b>350</b>

The above figures do not reflect the total expected transactions, they are illustration of expected transactions only.

**5.3 Reservations and ticketing**

**The Travel Management Company will:**

- 5.3.1 Receive travel requests from travellers and/ or travel bookers, respond with quotations (with cost breakdown), availability, booking conditions, travel dates, airline and date of travel clearly displayed.  
Upon receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- 5.3.2 Always endeavour to make the most cost effective travel arrangements based on the request from the traveller and/or travel booker.

- 5.3.3 Appraise themselves with all travel requirements for destinations to which travellers will be travelling and advise the traveller and/or travel booker of alternative plans that are more cost effective and more convenient, where necessary.
- 5.3.4 Book the negotiated fares and rates where possible. Notify the requesting party and present alternative routings and quotations for consideration, in the event that the required travel arrangements cannot be confirmed.
- 5.3.5 Issue accurate tickets and detailed route, showing the status of the airline on all segments of the journey. When required tickets and billing shall be modified and issued to reflect the changes.
- 5.3.6 Respond and process all queries, requests, changes and cancellations accurately, according to agreed service levels.
- 5.3.7 Issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times. The record of journey/proposed route and other itinerary matters will include but not be limited to the following:
- The cost and savings of the ticket;
  - Departure and arrival time(s) for each segment of the trip;
  - Flight number(s) and seat number (s);
  - Intermediate stops;
  - Confirmed upgrade (if applicable);
  - Airport and other taxes;
  - Indicate visa requirements and issue visa; and,
  - Any other information such as change in international date lines.
- 5.3.9 Facilitate group bookings (e.g. for meetings, conferences, events, etc).
- 5.3.10 Avail an Online Booking Tool for the GPAA, where bookers can make their own bookings. TMC to provide training.
- 5.3.11 Negotiated airline fares, accommodation establishment rates, car rental rates, that are established by the National Treasury are non-commissionable. Where commissions are earned they should be returned to the GPAA on a monthly basis.
- 5.3.12 Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by the GPAA.
- 5.3.13 Timeous submission of proof that services have been satisfactorily delivered (invoices) as per GPAA instructions.
- 5.3.14 Book flights that are economy class. Business class will only be issued in compliance with the GPAA's travel policies (e.g. travelling more than four hours on international flights).
- 5.3.15 Provide travel information to the GPAA on a continuous basis, which include the following Information:
- Overview of the current air travel market (i.e. airline's new destinations, discount fares, special offers, promotions, etc.);
  - Airline's fare and policy changes, like airline changes in baggage policy;

- Upcoming strikes or disruptions ;
- Airport closures, flight cancellation and delays which may affect travel to any particular destination; and
- The business continuity plan for the disruptions.

## **5.4 Air Travel**

- 5.4.1 The TMC must be able to book full service carriers as well as low cost carriers.
- 5.4.2 The TMC will book the most cost effective airfares possible for domestic travel.
- 5.4.3 For international flights, the airline which provides the most cost effective and practical routings may be used.
- 5.4.4 The TMC should obtain at least three comparisons where possible, to present the most cost effective and practical routing to the traveller.
- 5.4.5 The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the traveller (if applicable).
- 5.4.6 Airline tickets should be delivered electronically (via WhatsApp, email and sms formats) to the traveller(s) and travel bookers promptly before travel.
- 5.4.7 Ensure that travellers are always informed of any travel news regarding airlines (baggage policies, check-in arrangements, etc).
- 5.4.8 Special needs, disability and health issues need to be established with the traveller during the booking process. GPAA prefers that international travellers are booked in the emergency exit seats.

## **5.5 Accommodation**

- 5.5.1 The TMC will obtain price comparison within the maximum allowable rate matrix as per the cost containment instruction issued by the National Treasury. In cases where accommodation rates are below the maximum allowable rates, the TMC must ensure that GPAA travellers are booked at the lower rate.
- 5.5.2 The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and is located as close as possible to the venue or office or location or destination of the traveller.  
This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or bed and breakfast) in accordance with the National Treasury's travel policy.
- 5.5.3 The TMC will source suitable accommodation that is closer to the venue/office/facilities where the meeting will be held, but still conform with acceptable costs, as stipulated in written directives issued from time to time by the National Treasury.
- 5.5.4 Accommodation vouchers must be issued to the GPAA travellers for all bookings and must be invoiced to the GPAA. Such invoices must be supported by a copy of the original hotel accommodation charges.
- 5.5.5 Cancellation of accommodation bookings must be done promptly to guard against no shows and being charged late cancellation fees.

## **5.6 Car Rental and Shuttle services**

- 5.6.1 The TMC will book the approved category vehicle in accordance with the National Treasury Policy with the appointed service provider from the closest rental location (airport, hotel, and venue).

- 5.6.2 The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, e.g. re-fuelling of cars, e-tolls, rental agreements, damages and accidents.
- 5.6.3 Car Rental for trips in excess of 500km must be negotiated with car Rental Company to provide a fuel card for the traveller, so that sufficient fuel for the rental car is ensured at all times.
- 5.6.4 For international travel, the TMC must offer ground transportation to the traveller that may include rail, bus, cabs.
- 5.6.5 The TMC must manage shuttle companies on behalf of the GPAA and ensure compliance with required standards and costs. The TMC must also negotiate better rates with the shuttle companies.
- 5.6.6 The TMC should communicate all car and shuttle reservations within one working day.
- 5.6.7 The TMC should book transfers in line with National Treasury instructions. The transfers can include shuttles, trains, buses and coaches.

## **5.7 After Hours and Emergency Services**

- 5.7.1 The TMC must provide a consultant or team to assist travellers with after hours and emergency reservations and changes to travel plans.
- 5.7.2 After hours' services must be available from Monday to Friday outside the official hours (16h30-24h00) and twenty-four (24) hours on weekends and Public Holidays.
- 5.7.3 An after-hours contact number and WhatsApp number should be available to all travellers so that when required, unexpected changes and travel plans can be made and emergency bookings attended to.
- 5.7.4 The TMC must have a standard operating procedure for managing after hours and emergency services.

## **5.8 Conferencing, Meetings and Workshops**

- 5.8.1 Planning, arranging and amending conference requirements with any hotel groups, private hotels, community / municipal halls and any other available establishments. The package may include sound systems, food services, hiring of related furniture and other services related to the success of the conference, meeting or workshop.
- 5.8.2 Covid 19 regulations must be observed. A 2-metre conference seating distance between delegates must be always observed by all conference service providers.

## **5.9 Communication**

- 5.9.1 The TMC may be requested to conduct workshops and training sessions for Travel Bookers of the GPAA to bring them up to speed with booking procedures and processes.
- 5.9.2 The TMC must ensure sound communication with all stakeholders. Link the business travellers, travel coordinator, TMC in one smooth continuous workflow.

## **5.10 Financial Management**

- 5.10.1 The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to the GPAA for payment within the agreed time period.

- 5.10.2 The TMC shall enable savings on total annual travel expenditure and this should be reported and proof provided during monthly and quarterly reviews.
- 5.10.3 Where pre-payments are required for smaller bed and breakfast / guest house facilities, these will be processed by the Travel Management Company. These are occasionally required at short notice and for even same day bookings.
- 5.10.4 The TMC is responsible for the consolidation of the invoices and supporting documentation to be provided to the GPAA's Accounts Payable Unit on agreed time frames. This shall include attaching all travel authorisation and other supporting documents to the invoices reflected on the service provider bill-back report.
- 5.10.5 Ensure that service provider accounts are settled timeously to avoid inconvenience to GPAA travellers.

### **5.11 Technology, Management Information and Reporting**

- 5.11.1 The booking tools proposed must employ sufficient access and intrusion security measures and must provide specific access rights to different categories of users. The online booking tool must be a secure https/ IOS/ Android app. Data of all travellers must be secured and not shared.
- 5.11.2 The online booking tool provided must be customisable to the specific needs of the GPAA to ensure that all travel requests comply with the National Treasury instructions and GPAA Travel Policy.
- 5.11.3 The booking tools must make provision for the GPAA to add and remove cost centres and authorised approvers per cost centre. The GPAA will ensure that authorisers are correctly captured on the online booking tool.
- 5.11.4 Travellers' profiles must be created by the TMC. The profiles shall contain all information normally required to travel (Full names, ID number, etc.) as well as:
- (a) Contact information to enable the sending of sms's and emails to travellers
  - (b) Policy group applicable to each traveller
- 5.11.5 The booking tools must employ approval escalation flows (to be added/amended on line by the GPAA) for each cost centre as well as out of policy approvals.
- 5.11.6 The booking tools must require the uploading of supporting documentation before a booking is sent for approval.
- 5.11.7 All domestic travel (airline tickets, accommodation car rental and point to point transfers), can be booked and amended online. The TMC may not charge a consultant fee in cases where online booking tool does not make provision for the booking or amendment of these domestic services/sectors.
- 5.11.8 The following information must be available and visible to the booker when making an online booking:

(A) Flights

- Departure and arrival destinations;
- Scheduled departure and arrival dates/times;
- Travel class (Business/ Economy);
- Fare Category (Y, Q, K, etc.);
- Change/cancellation penalties;
- TMC fee; and
- Selecting of seats.

(B) Accommodation

- Detailed location (Street Address and GPS coordinates);
- Establishment type (Hotel, B&B, Guest House, etc.);
- Quoted rates( Inclusive of discounts and tourism levies);
- Type of rate (Room only, bed and breakfast, Dinner+ Bed and Breakfast, Full Board);
- Cancellation rules and penalties;
- Whether the rate is in or out of Travel policy; and
- TMC fee for the sector.

(C) Rental Cars

- Vehicle Groups ( A,B, C,D );
- Cancellation Rules and Penalties;
- Insurance fee and excess for rented vehicles;
- Whether the group chosen is in or out of approved rate as per National Treasury instruction; and
- TMC fee for the sector.

(D) Point to point transfer

- Rate;
- Cancellation rules/ penalties; and
- TMC fee for the sector.

5.11.9 The TMC's online tool must provide a facility (at no cost) where invoices and supporting documents can be downloaded by the GPAA staff at any time. The online tool must further provide a facility where invoice data can be downloaded by authorised GPAA staff in Microsoft Excel format. The data fields to be included in the invoice data download facility must contain all data fields included on an invoice, as well as any additional fields that might be stipulated by the GPAA.

## 5.12 Reporting

5.12.1 The TMC will be required to provide the GPAA with the standard monthly report that is in line with the National Treasury's Cost Containment Instructions reporting template requirement at no extra cost to the GPAA. The reporting template can be found on the National Treasury website.

5.12.2 Service Level Agreement reports should be provided on the agreed date and should include but will not be limited to the following:

A. Travel report

- (i) Travel transactions and spend;
- (ii) After hours report;

- (iii) Bookings outside Travel Policy; and
- (iv) Compliments and complaints.

**B. Finance report**

- (i) Open age invoice analysis;
- (ii) No show report;
- (iii) Creditors' summary payments;
- (iv) Cancellation report;
- (v) Open voucher report; and
- (vi) Refund log.

### **5.13 Account Management**

- 5.13.1 An Account Management Structure should be put in place to respond to the needs and requirements of the GPAA and act as a liaison for handling all matters with regards to delivery of services in terms of the contract.
- 5.13.2 The TMC shall allocate a dedicated Account /Operations Manager that is ultimately responsible for the Management of the GPAA account.
- 5.13.3 The necessary processes should be implemented to ensure good quality management and ensuring traveller satisfaction at all times.
- 5.13.4 A complaints handling procedure should be implemented to manage and record the compliments and complaints of the Travel Management Company and third party service providers.
- 5.13.5 Ensure that the Travel Policy is enforced and all rate limits observed.
- 5.13.6 Ensure that workshops/ training is provided to travel bookers and records of the training are kept.
- 5.13.7 During reviews, comprehensive reports on the travel spend and performance of the TMC in terms of the SLA must be presented.

### **5.14 Value added services**

The Travel Management Company must provide the following value added services:

- Destination health warnings;
- Weather forecast warnings;
- On-line booking;
- Visa requirements (where applicable);
- Travel alerts;
- Airline baggage policy;
- Rules and procedures of the airports; and
- VIP services for GPAA executives that include check in support.

## **5.15 Transaction fees**

5.15.1 The National Treasury Cost Containment initiative and GPAA Travel Policy both establish a basis for a cost saving culture.

5.15.2 It is the obligation of the TMC consultant to advise on the most cost effective option at all times.

5.15.3 The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.

5.15.4 The TMC should have in-depth knowledge of the relevant suppliers' product, to be able to provide the best option and alternatives that are in accordance with GPAA's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

5.15.5 GPAA reserves the right to negotiate transaction fees before entering into service level agreement.

5.15.6 The terms of payment will be within 30 days after receipts of valid tax invoice and satisfactory service. No upfront payment will be allowed or negotiated.

5.15.7 Fee will be adjusted on the anniversary date of the SLA based on the actual CPI for the twelve months preceding the anniversary date as published by the Department: Statistics South Africa.

## **5.16. METHODOLOGY FOR SELECTING AND ALLOCATION OF WORK ON APPROVED PANEL**

5.16.1. The service providers will be utilized on a need basis (as and when required basis for the duration of the contract) in the execution of the specific service as per scope of work. The panel will be used on rotation basis in line with contract rates/fees.

## **6. GUIDE TO RESPOND**

### **6.1 Mandatory Evaluations**

- (a) The pricing schedule (S.B.D 3.1) in separate envelope and fully completed to render the bid responsive
- (b) Technical proposal
- (c) Registration with one of the following associations:
  - Association of South African Travel Agencies (ASATA),
  - African Business Travel Association (ABTA),
  - South African Tourism Services Association (SATSA)

### **6.2. Functionality/ Technical evaluation**

Bidders should take note of the different elements within the evaluation of the technical phase. All the functionality elements should be captured in the technical response of the bidder.

The Technical Proposal should include an index which reflects the relevant sections being evaluated. Pages should also be numbered for ease of reference. Any Annexure should be cross referenced to the relevant element within the evaluation criteria

The bidder should demonstrate the following:

(A) *Company Experience*

- Submit a minimum of six signed and dated reference letters on the letterhead of the company providing reference and the experience/ quality on services rendered.
- Financial viability: Submit a minimum bank rating of C from an accredited financial institution.

(B) *Service Offering*

Booking Methodology: The bidder must provide a standard operating procedure for:

- Manual and online travel bookings: Outline the manual and online booking processes, including how communication will flow between traveller, travel Booker/coordinator and TMC when requesting a service.
- Outline the afterhours support process. This is the process that will be followed by travellers who experience problems or want to make changes for flights, accommodation, transfers, and car hire.

(C) *Capability*

- (i) Account Manager: Minimum Matric/Grade 12 or higher qualification with 5 years' experience in any of the services indicated in the scope of work. (Provide summarized Curriculum Vitae and Certified copies of qualifications)
- (ii) Describe the quality control procedures/processes that the bidder has in place to ensure that the GPAA receives consistent quality service. The process must ensure oversight of booking process to confirm that elements like 3<sup>rd</sup> party confirmations, payment of flights, accommodation, car hire have been carried out before the trip is undertaken by the traveller.

**6.3. Administrative evaluations**

- (i) Completed and signed SBD documents (SBD1, SBD 4 and SBD 6.1)
- (ii) CSD Tax Complaint Report at the date when the bid is submitted

**6.4 Price and BBEE evaluation**

All bids will be evaluated in terms of the PPR2017, The 90/10 or 80/20 evaluation criteria will be applied, Note: Bidder who do not submit original or certified copy of t B-BBEE Status Level Verification Certificates or Original or Certified Sworn Affidavit on the closing date and time or who are non-compliant contributors to B-BBEE, will not qualify for preference points. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE

Bidders will only be considered for the evaluation of phase 2 after meeting the requirements for phase 1 and will then be considered for phase 3 after meeting the minimum qualifying threshold of 60% in phase 2.

**Note: Service providers are also required to disclose any litigation against the company, including any liquidation or business rescue proceedings, whether pending, commenced or finalized. Service providers should also confirm if the company and its director(s), sub-contractors and suppliers have been blacklisted or are being subjected to the process of being blacklisted**

## 7. EVALUATION CRITERIA

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

N.B.: The minimum qualifying score for functionality in this bid is **60%**. Service provider who fail to meet the minimum qualifying score of **60%** will be eliminated and not considered for the third phase of evaluation. **GPAA will appoint only two service providers in the panel**

The table also depicts the evaluation criteria for functionality (Phase 2 evaluation) and associated weighting for each of the elements:

**Values: 1 – 5**

Poor = 1	Average = 2	Good = 3	Very Good = 4	Excellent = 5
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Item No.	Evaluation Criteria Items	Description	
A	<b>Phase 1: Mandatory requirements</b>	<ul style="list-style-type: none"> <li>The pricing schedule ( S.B.D 3.1) in separate envelope and fully completed to render the bid responsive</li> <li>Technical proposal</li> <li>Registration with ASATA/ ABTA /SATSA</li> </ul>	
B	<b>Phase 2: Functionality:</b>		<b>Weight</b>
	<b>Company Experience</b>	<ul style="list-style-type: none"> <li>Submit a minimum of six signed and dated reference letters on the letterhead of the company providing reference and the experience/ quality on services rendered.</li> </ul>	20%
	<b>Financial viability</b>	Confirmation of minimum Banking rating of (C) from an accredited financial institution	20%
	<b>Service offering</b>	<ul style="list-style-type: none"> <li>Manual and online travel bookings process that includes communication flow (initial quotation, confirmation, booking and payment confirmation with 3<sup>rd</sup> party supplier, issuing of vouchers).</li> <li>Outline the afterhours support – This is the process that will be followed by travellers who experience problems or want to make changes for flights, accommodation, transfers, and car hire.</li> </ul>	15%  10%

	Capacity	<ul style="list-style-type: none"> <li>Account Manager: Minimum of Matric/Grade 12 or higher qualifications with 5 years' experience in any of the services indicated in the scope of work. <b>(Provide summarized Curriculum Vitae and Certified copies of qualifications)</b></li> <li>Describe the quality control procedures/ processes that the bidder has in place to ensure that the GPAA receives consistent quality service. The process must ensure oversight of booking process to confirm that elements like 3rd party confirmations, payment of flights, accommodation, car hire have been carried out before the trip is undertaken by the traveller</li> </ul>	15%	20%
		<b>NB Minimum 60% qualifications on functionality.</b>		
	<b>Total Functionality</b>		100%	
<b>C</b>	<b>Phase 3: Administrative compliance</b>			
	(iii) Completed and signed SBD documents (SBD1,4,6.1,6.2,8,9) (iv) CSD Tax Complaint Report at the date when the bid is submitted  <b>Note:</b> Bidders who do not submit the requested documents, will be given a maximum of 2 days to submit, failure will render your bid unacceptable, therefore be disqualified. Bidders with none tax compliant will be afforded seven workings days to correct none-compliant in the CSD, failure will render the bid unacceptable, therefore disqualify.			
<b>D</b>	<b>Phase 4: Price and BBEE evaluation</b>			
	<b>Price score</b>	90	80	
	<b>B-BBEE level score</b>	10	20	
	<b>Total score on preference and price</b>	100	100	

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

## 8. DISCLAIMER

The GPAA reserves the right not to appoint any service provider and is also not obligated to provide reasons for the rejection of any proposal whilst the process is still underway of finalising.

GPAA reserves the right not to appoint the highest scoring Bidder based on objective criteria, that may include the results of the due diligence and risk assessment process where one is planned to be undertaken by GPAA;

The shortlisted bidders will be subjected to a due diligence and risk assessment exercise. The outcome of these exercises will influence the conclusion of the bidding process and may affect the final recommendation to award.

Risk assessment will be conducted by an outsourced service provider with a mandate from the GPAA, which will focus on, but not limited to company history, financial information, directors of the company, business interest, any judgement against the company or directors, etc.

The due diligence will be based on the verification of information contained in the bidder's proposal and the bidders accept that the information provided in its bid is accurate.

**Annexure A**

**(GPAA)**

**SCM**

***Standard Documents***

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER: **GPAA 13/2022** CLOSING DATE: **4 AUGUST 2022** CLOSING TIME: **11h00 am**

DESCRIPTION **Request for proposals (RFP) for the appointment of panel of service providers for provision for travel and accommodation Services at GPAA for a period of five years.**

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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

**34 HAMILTON STREET**

**ARCADIA**

**PRETORIA**

**SUPPLIER INFORMATION**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN:

OR

CSD No:

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE  
[TICK APPLICABLE BOX]

Yes

No

B-BBEE STATUS LEVEL SWORN AFFIDAVIT

Yes

No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

NAME:

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
<b>SIGNATURE OF BIDDER</b> .....	<b>DATE</b>		
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>			
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

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

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

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

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

**DECLARATION OF INTEREST**

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

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

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

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

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....  
Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies **YES/NO**

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal 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 SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## SBD 6.1

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. DEFINITIONS



4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME	<input type="checkbox"/>	QSE	<input type="checkbox"/>
--	-----	--------------------------	-----	--------------------------

	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

**Annexure B**

**(GPAA)**

**SCM**

***Special Conditions of Contract***

## Special Conditions of Contract

### General Notes

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

- (i) Draw special attention to certain special conditions applicable to Bids, Contracts, Agreements and Orders of the Government Pensions Administration Agency (GPAA); and
- (ii) To ensure that all bidders are familiar with the special provisions, requirements and conditions that will be applicable in the undertaking of the project and which will form part of the contract documentation and of which due cognisance must be taken in the bidding process.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract (GCC) also forms part of all bidding documents and must be read in conjunction with this Special Conditions of Contract.

Whenever there is a conflict between the GCC and the SCC, the provisions in the SCC shall prevail.

#### 1.1. Bid Submission

- 1.1.1. Bidders will be permitted to submit bids by:  
Hand: **34 Hamilton Street, Arcadia, Pretoria**
- 1.1.2. Closing Date: **4 August 2022**
- 1.1.3. Closing time: **11:00 am**
- 1.1.4. Compulsory Briefing session: **None**

#### 1.2. Validity of Bids

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

#### 1.3. Two-stage Bidding

- 1.3.1. For this bid, a two-stage bidding procedure will be used, under which first un-priced technical proposals on the basis of a conceptual design or performance specifications are invited. The price proposal will only be considered after the technical proposal has been confirmed as being competent and compliant.

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

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

#### **1.4. Late Bids**

1.4.1 Bids received after the time stipulated will not be considered. Late bids will be posted back to the bidder un-opened.

#### **1.5. Clarification or Alterations of Bids**

1.5.1 Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids.

1.5.2 Requests for clarification needed to evaluate bids and the bidder's responses should be made in writing.

#### **1.6. Completeness of Documentation**

1.6.1. It will be ascertained whether bids:

- a. Include original tax clearance certificates
- b. Have been properly signed and completed
- c. Are substantially responsive to the bidding documents
- d. Have all the necessary documents attached
- e. Are generally in order.

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

1.6.3. The bidder will not be permitted to correct or withdraw material deviations or reservations once bids have been opened.

#### **1.7. Rejection of all Bids**

GPAA reserves the right to reject of all bids if and when deemed necessary. This is justified when there is lack of effective competition, or bids are not substantially responsive.

#### **1.8. Associations between Consultants**

1.8.1. Consultants are encouraged to associate with each other to complement their empowerment credentials and their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The association may take the form of a joint venture or a sub consultancy.

1.8.2. Consultants who do form a joint venture will agree on their terms and conditions and inform the GPAA of the details of such a joint venture for approval. The GPAA will require one valuator to the Fund and two other actuaries to be signatories of valuation reports.

## 1.9 Details of location of various GPAA offices

### Government Pensions Administration Agency (Pretoria)

#### Street Address

#### GPAA Provincial Offices

##### Eastern Cape

No. 12, Global Life Building  
Circular Drive  
Bisho

##### Free State

No 2 President Brand Street  
Bloemfontein

##### Kwazulu-Natal

3rd Floor, Brasfort House  
262 Langelibalele Street  
Pietermaritzburg

##### Limpopo

87 Bok street  
Polokwane

##### Mpumalanga

19 Hope Street  
Ciliata Building  
Block A, Ground Floor  
Nelspruit

##### North West

Mmabatho Mega City  
Ground Floor, Entrance 4  
Mafikeng

##### Northern Cape

Ground Floor, 11 Old Main Road  
Kimberley

##### Western Cape

21st floor, No 1 Thibault Square  
Long Street  
Cape Town

#### Postal Address

#### GPAA Satellite Offices

##### Johannesburg

2nd Floor, Lunga House, 124 Marshall Street (Cnr  
Marshall & Eloff – Gandhi Square Precinct)  
Marshalltown

##### Port Elizabeth

Ground Floor, Kwantu Towers  
Vuyisile Mini-Square, next to City Hall

##### Mthatha

Room 54, 8th Floor, PRD Building  
Sutherland Street

##### Durban

8th Floor, Salmon Grove Chambers  
407 Smith Street

## 1.10 Project team to service GPAA

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

**Annexure C**

**(GPAA)**

**SCM**

***General Conditions of Contract***

## **GPAA PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

The purpose of this Annexure is to:

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

### **TABLE OF CLAUSES**

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

## 1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

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

## **2. APPLICATION**

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

## **3. GENERAL**

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

## **4. STANDARDS**

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

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

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only 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:  
performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- a. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - b. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - c. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - d. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. SPARE PARTS**

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

#### **15. WARRANTY**

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

## **16. PAYMENT**

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. PRICES**

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

## **18. CONTRACT AMENDMENTS**

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

## **19. ASSIGNMENT**

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

## **20. SUBCONTRACTS**

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

## **21. DELAYS IN THE SUPPLIERS PERFORMANCE**

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authorities.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. PENALTIES**

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

## **23. TERMINATION FOR DEFAULT**

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

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

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

## **25. FORCE MAJEURE**

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. TERMINATION FOR INSOLVENCY**

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

## **27. SETTLEMENT OF DISPUTES**

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

## **28. LIMITATION OF LIABILITY**

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

## **29. GOVERNING LANGUAGE**

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

## **30. APPLICABLE LAW**

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

### **31. NOTICES**

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. TAXES AND DUTIES**

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, GPAA must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services