

SASSA: 68-23-CS-NC

INVITATION TO BID

SASSA:68-23-CS-NC EXPRESSION OF INTEREST FROM SERVICE PROVIDERS TO SUPPLY AND INSTALL HYBRID INVERTER SYSTEMS, SOLAR PANELS AND LITHIUM-ION BATTERIES TO SERVE AS BACKUP ELECTRICITY FOR SASSA OFFICES IN THE NORTHERN CAPE FOR A PERIOD OF THREE (3) YEARS.

A **NON COMPULSORY BRIEFING SESSION** will be held on **06 NOVEMBER 2023**, the non-compulsory briefing session will be held at the SASSA Regional Office; M-Floor Perm Building at 11:00.

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

**: SASSA Northern Cape Regional Office
Ground Floor
Permanent 'Perm' Building
No: 33 Du Toitspan Road
(Cnr. Du Toitspan Road & Phakamile Mabija)
Kimberley
8301**

**CLOSING DATE : 20 November 2023
TIME : 11:00**

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:

**CONTACT PERSON : Mr. Shaheem Lahri
CONTACT NUMBER : 053 802 4999**

SUPPLY CHAIN MANANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

**CONTACT PERSON : MR KAGISHO TSOMAGAE
CONTACT NUMBER : 053 802 4915**

**Stamp Out Social Grants Fraud and Corruption
Call 0800 60 10 11/ 0800 701 701**



*paying the right social grant, to the right person,
at the right time and place. NJALOI*

South African Social Security Agency
Northern Cape Region

SASSA REGIONAL OFFICE • 33 Du Toitspan Road
Cnr Du Toit Span Road & Phakamile Mabija
Permanent Perm Building
Kimberley 8301

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA: 68-23-CS-NC	CLOSING DATE:	20 November 2023	CLOSING TIME:	11:00
DESCRIPTION	EXPRESSION OF INTEREST FROM SERVICE PROVIDERS TO SUPPLY AND INSTALL HYBRID INVERTER SYSTEMS, SOLAR PANELS AND LITHIUM-ION BATTERIES TO SERVE AS BACKUP ELECTRICITY FOR SASSA OFFICES IN THE NORTHERN CAPE FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Ground Floor, Permanent 'Perm' Building (Cnr. Du Toitspan Road & Phakamile Mabija) Kimberley, 8301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Kagisho Tsomagae		CONTACT PERSON	Mr. Shaheem Lahri	
TELEPHONE NUMBER	053 802 4915		TELEPHONE NUMBER	053 802 4999	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Kagishot@sassa.gov.za		E-MAIL ADDRESS	ShaheemL@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	
[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]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.			
1.3. 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 SPECIAL CONDITIONS OF CONTRACT.			
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).			
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.			
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.			
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.			
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.			
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.			
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."			
SIGNATURE OF BIDDER:	.....	DATE	.....
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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... SASSA:68-23-CS-NC
Closing Time 11:00	Closing date...20 November 2023.....

OFFER TO BE VALID FOR... **90** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....
-	At:	.....
-	Brand and model	.....
-	Country of origin	.....
-	Does the offer comply with the specification(s)?		*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.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1** Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2** Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

- 2.1** Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**
- 2.1.1** If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



STANDARD BIDDING DOCUMENT (SBD) 4

Full Name	Identity Number	Name of State institution

STANDARD BIDDING DOCUMENT (SBD) 4

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

2.2.1 If so, furnish particulars:

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

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

3. DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

STANDARD BIDDING DOCUMENT (SBD) 4

- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for

² 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.

STANDARD BIDDING DOCUMENT (SBD) 4

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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{P_t - P_{min}}}{\mathbf{P_{min}}} \right) & \mathbf{or} & \mathbf{P_s} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{P_t - P_{min}}}{\mathbf{P_{min}}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
P_t = Price of tender under consideration
P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	10	20		
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	9	18		
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	8	16		
B-BBEE Status Level 1 - 2 contributor	7	14		
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	5	12		
B-BBEE Status Level 3 - 4 contributor	4	8		
B-BBEE Status Level 5 - 8 contributor	2	4		
Others (Non-Compliant)	0	0		
Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points.				

Returnable document to claim points	Please tick below for the attached document
1. B-BBEE Certificate	
2. Sworn Affidavit (EME or QSE)	
3. CSD registration number	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
DATE:	.....

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

TERMS OF REFERENCE FOR THE EXPRESSION OF INTEREST FROM SERVICE PROVIDERS TO SUPPLY AND INSTALL HYBRID INVERTER SYSTEMS, SOLAR PANELS AND LITHIUM BATTERY TO SERVE AS BACKUP ELECTRICITY FOR SASSA OFFICES IN THE NORTHERN CAPE FOR A PERIOD OF THREE (03) YEARS



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

TERMS OF REFERENCE FOR THE EXPRESSION OF INTEREST FROM SERVICE PROVIDERS TO SUPPLY AND INSTALL HYBRID INVERTER SYSTEMS, SOLAR PANELS AND LITHIUM-ION BATTERIES TO SERVE AS BACKUP ELECTRICITY FOR SASSA OFFICES IN THE NORTHERN CAPE FOR A PERIOD OF THREE (3) YEARS

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1. OBJECTIVE

- 1.1 The main objective of the expression of interest is to solicit response from interested accredited and qualified Service Providers with a CIDB Grade 1EB or higher and be listed on the SASSA (South African Social Security Agency) database for the supply and installation of hybrid inverters, solar panels and lithium-ion phosphate batteries to serve as backup electricity for SASSA offices in the Northern Cape. The supply and installation will be conducted over a period of 3 years as and when required by SASSA.
- 1.2 The potential bidders who meet the qualifying criteria as stated in this Terms of Reference will be listed on the SASSA database and approached for contracting to procure the supply and installation of hybrid inverters, solar panels and lithium-ion phosphate batteries on a rotational basis as and when required.

2. DISCLAIMER

- 2.1 This document does not constitute an offer or solicitation of an offer, nor does this document or anything contained herein, shall form a basis of any claim or commitment whatsoever; therefore, no expectation or entitlement should be raised to receive business from SASSA as this expression is purely to create a database from which Service Providers may be sourced for the supply and installation of hybrid inverters, solar panels and lithium ion batteries as and when the need arises.

3. BACKGROUND

- 3.1 The South African Social Security Agency (SASSA) was established in terms of the South African Social Security Agency Act, 2004 (Act no. 9 of 2004) to administer social security grants in terms of the Social Assistance Act, 2004 (Act no. 13 of 2004). The Agency is mandated to ensure effective and efficient delivery of service of high quality with regard to the management and administration of social grants such that the entire payment process and system from application to receipt of social grants by a beneficiary, is done in a manner that is sensitive, caring and restores the dignity of the beneficiaries as well the integrity of the whole system.
- 3.2 SASSA is committed to ensuring that the environment at Regional, District, Local and Satellite offices are conducive for delivery of services and officials in all crucial units of the Agency. SASSA is responsible for processing grants applications to qualifying

- beneficiaries, ensuring consistent and effective monthly payment of social grants, and maintaining a credible database for all grant beneficiaries.
- 3.3 The Northern Cape has 57 offices which service a population of 536 013 grant recipients. Grant recipients access social security services through local offices and thus it is essential that local offices are well capacitated and are operating optimally, professionally and experience quality, dignified and uninterrupted services.
- 3.4 Over the last few years, SASSA has seen a drastic increase in the number of daily power outages due to load shedding programs implemented by Eskom which prompted the installation of hybrid inverters, solar panel with lithium-ion phosphate batteries at identified offices.
- 3.5 The prospective bidders will be listed on the SASSA database to respond to these power outages by supplying and installing hybrid inverter systems with solar panels and lithium-ion batteries to serve as electrical backup systems at the SASSA offices as and when required.

4. NON-COMPULSORY BRIEFING SESSION

- 4.1 **A NON-COMPULSORY BRIEFING SESSION** will be held in the **M-floor boardroom** at the **Permanent Building in Kimberley**, an essential part of this bidding process, as it promotes efficiency, transparency, and equality, which are important principles in any Supply Chain Management process. The briefing session further affords prospective bidders an opportunity to clearly understand the services required, the environment in which the service will be rendered and the compliance requirements. One (1) non-compulsory briefing session will be conducted for all offices. Bidders who do not attend the non-compulsory briefing session are encouraged to respond to the Expression of Interest as bidders will not be disqualified and will proceed to the evaluation stage.

5. SCOPE OF WORK

5.1 The prospective service providers will be required to supply and install the following as a minimum requirement:

Supply and Install	
<i>Inverter</i>	Hybrid inverter / charger to function in grid tie mode as well as off grid mode with CT clamp to prevent power export to grid.
	Battery Voltage Range (V) = 40-60V
	Max. Charging Current (A) = 190 A
	Max. Discharging Current (A) = 190 A
	Charging Curve 3 Stages/Equalization.
	Charging Strategy for Lithium Battery - Self-adaptive Battery Management System (BMS).
	Pure Sine wave.
	Max. DC Input Power (W) = 10400W
	PV Input Voltage (V) = (100V - 500V)
	MPPT Range (V) = 125 - 425V
	No. of MPPT Trackers = 2
	Rated AC Output and UPS Power (W) = 8000 watt
	Grid Type = single phase
	PV lighting protection.
	Automatically switch from on-grid to off-grid mode.
	Anti-islanding protection.
	Zero export control via current transformer (CT) sensor.
Wi-Fi Module.	
Web browser and mobile app monitoring supported.	
5-year product warranty.	
<i>Battery</i>	Ultra-reliable Lithium-Ion Phosphate Technology. Designed for daily cycling applications. 10 Year warranty. Performance cycle life > 8000 cycles. Power output = 10kW (continuous).
	Lithium Battery 10 kWh
	Ultra-reliable Lithium-Ion Phosphate Technology.
	Power output = 10 kWh (continuous) or greater.
	Can be discharged to 100% depth of discharge (DoD).
Minimum cycle life > 8000 cycles.	

Supply and Install	
	Over-charge, over-discharge & short-circuit protection.
	10-year unlimited cycle warranty and 5-year product warranty.
	Battery modules to be installed inside a cabinet. The cabinet should be made of steel with a glass door.
Solar Panels	6000-Watt Tier 1 Solar Panels array(s) installed on roof.
	Roof Solar Panel Mounting Structure.
	25-year performance warranty and 12-year product warranty.
Installation	<p>The system will need to power:</p> <ol style="list-style-type: none"> 1. All dedicated electrical outlets. In the absence of dedicated outlets, all standard outlets to be powered from the inverter system. Circuits/outlets attached to kettles, fridges, microwaves, air conditioners and geysers to be excluded; 2. All office lights (Including Security lights). In the absence of LED lighting, all florescent and standard lighting to be powered from the inverter system. 3. Server room / Network cabinet and UPS; 4. Network printers / Photocopiers; 5. Booster pump for water storage tanks; 6. Borehole submersible pumps where installed; 7. Outer buildings (Security Guard Houses);
Other	<p>The Service provider to ensure:</p> <ol style="list-style-type: none"> 1. All circuits have the correct amperage circuit breakers at both the main and sub-DB board. Should the main DB or any electrical components not meet industry standards, the service provider will be obliged to correct these by informing SASSA and providing an estimate on the cost to repair. Prior approval should be obtained from the Agency before affecting any additional work. Any additional work costs exceeding the 15% threshold of an order will not be considered by the Agency; 2. Circuit breakers in the Main and sub-DB are appropriately labelled; 3. All electrical work to comply with SANS 10142 standards; 4. All labour, equipment, transport and travelling be included in the price. All workmanship to carry a twelve (12) month warranty.
COC Certificate	Provide SASSA with a COC certificate for all electrical work carried out at each site.
Wiring Diagram	Provide SASSA with a wiring diagram of the installation for each site.
Maintenance	Provide one year maintenance for alternative power supply system at each site.

THE DETAILS OF EACH OFFICE AND ROOF TYPES ARE LISTED IN ANNEXURE A

6. LEGAL REQUIREMENTS

- 6.1 The contract shall in all respects be constructed in accordance with the relevant laws of the Republic of South Africa.
- 6.2 Bidder(s) must comply, but not limited to, with the following relevant legislation:
- The Constitution of the Republic of South Africa, 1996.
 - Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993),
 - Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);
 - Construction Industry Development Board Act, 2000 (Act 38 of 2000);
 - The Preferential Procurement Policy Framework Act No. 5 of 2000 and Regulations etc.

7. MANDATORY CRITERIA

All bidders must comply with the following requirements and submit all related documents. Failure to submit the required documents will render the bid non-responsive and lead to disqualification.

- 7.1 All bidder(s) must be registered with the following and submit related documents as indicated in the table below:
- 7.1.1 Construction Industry Development Board (CIDB Grading of 1 EB) or higher
- 7.1.2 Provide proof of registration as a solar installer or equivalent PV (photovoltaic) accreditation, Accredited Solar PV Training or PV Green Card or any other relevant accreditation.

No.	Document that must be submitted	EXPLANATORY NOTES
1.	CIDB grading of 1 EB or higher for main contractor	Any electrical work within a building is EB (Electrical building) and the contractor is required to have an electrical license. Contractor to provide COC on completion of installation.
2.	Valid registration with the Department of Labour as an Electrical Contractor The contractor whether the main or the subcontractor issuing the COC, should be registered with the	Main Contractor and or sub-contractor should be registered with the Department of Labour for the issuing of an electrical Certificate of Compliance.

TERMS OF REFERENCE FOR THE EXPRESSION OF INTEREST FROM SERVICE PROVIDERS TO SUPPLY AND INSTALL HYBRID INVERTER SYSTEMS, SOLAR PANELS AND LITHIUM BATTERIES TO SERVE AS BACKUP ELECTRICITY FOR SASSA OFFICES IN THE NORTHERN CAPE FOR A PERIOD OF THREE (03) YEARS

No.	Document that must be submitted	EXPLANATORY NOTES
	Department of Labour	
3.	<p>Valid accreditation as a Solar installer or equivalent PV (photovoltaic) accreditation for either the main or subcontractor or an employee of the main contractor,</p> <p>Accredited Solar PV Training or PV Green Card or any other relevant accreditation.</p>	<p>The Solar installer must have attended a Solar PV Training or PV Green card which is accredited and have a certificate.</p>
4.	<p>Sub-contracting agreement between main bidder and subcontractor for PV Green Card holder and or electrical contractor issuing the COC.</p>	<p>Subcontracting agreement between the main bidder (s) and the subcontractor. The value service subcontracted must add up to the total percentage proposed for the subcontracting amount.</p>
5.	<p>Company Profile</p>	<p>Company profile to indicate:</p> <ul style="list-style-type: none"> • Number of years of experience in supply and installation of Solar Panels • List of past (contact persons and numbers must be included for reference purposes); • Project Plan as per the requirements of the Functionality Evaluation Criteria
6.	<p>Bill of Quantities</p> <p>See Bill of quantities for the respective offices (Annexure C).</p>	<p>All prices charged must be inclusive of VAT, the bid proposals must clearly indicate the total price for the supply, installation, certification, and relevant disbursement costs per office. The total price to be transferred to the SBD1 and SBD 3.1</p>

7.2 Appointment of Service Providers

7.2.1 The potential bidders who meet the qualifying criteria as stated in this Terms of Reference will be listed on the SASSA database and approached for contracting to procure the supply and installation of hybrid inverters, solar panels, and lithium-ion batteries on a rotational basis as and when required.

7.2.2 Prices should be market related and value for money will be considered for all prospective bid proposals to be listed on the SASSA Database. Prices may be subject to negotiations.

8. ROLES AND RESPONSIBILITIES

8.1 THE SERVICE PROVIDER SHALL:

- Take all reasonable steps to ensure the intended execution successfully takes place.
- Conduct business in a courteous and professional manner.
- Provide the necessary documentation as requested, prior to the awarding of the bid.
- Prepare a project implementation plan for the supply and installation of equipment.
- Comply with all relevant employment legislations.
- Comply with SASSA security and emergency policies, procedures, and regulations.
- Indemnify SASSA from any claim from a third party and all costs or legal expenses with regard to such a claim for the loss or damage resulting from the death, injury or ailment of any person, or the damage of property of the service provider or any other person that may result from or be related to the execution of the contract.
- Ensure that all work performed, and all equipment used on site are in compliance with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993) and any regulations promulgated in terms of this Act and the standard instructions of SASSA;
- Provide a certificate of compliance as well as a wiring diagram of the installation;
- Provide required warranty on the component installed;
- Provide relevant training on how the system is configured and functions to responsible officials.

8.2 SASSA shall:

- Manage the contract in a professional manner.
- Ensure that payment is done within 30 days upon receipt a valid invoice.
- Not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the contract.

- Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
- Be responsible for performing spot checks on the Project Implementation Plan of the Service Provider.
- Reserve the right to vet all persons working under this contract.
- Monitor compliance for the duration of the contract.

9. EVALUATION OF THE TENDER

The proposals shall be evaluated in accordance with the 80/20 principle. The bids will be assessed in two stages in line with the following two phases:

PHASE ONE:

Stage 1: Mandatory Criteria;

Stage 2: Administrative Compliance;

PHASE TWO:

Stage 3: Functionality Criteria;

Stage 4: Price and B-BBEE points;

9.1 PHASE ONE:

9.1.1 STAGE 1: MANDATORY CRITERIA

Bidder(s) must provide the bid documents listed in **Paragraph 7** of the Terms of Reference. No submission shall render the bid non-responsive.

9.1.2 STAGE 2: ADMINISTRATIVE COMPLIANCE

Bidder(s) s must provide the following with their bid documents. Non-submission may lead to disqualifications:

Document that must be submitted	Required	Non-submission may result in disqualification
Invitation to Bid – SBD 1	Yes	Complete and sign the supplied pro forma document.
Pricing Schedule Form Prices -SBD 3.1	Yes	Complete and sign the supplied pro forma document.
Tax Status Pin	Yes	The accredited supplier must be tax compliant. A tax pin certificate to verify tax compliance

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Document that must be submitted	Required	Non-submission may result in disqualification
		<p>of a bidder must be submitted.</p> <p>Bidders must be Tax compliant at the award stage of the tender.</p>
<p>Declaration of Interest (Effective 1 April 2022) – SBD 4</p>	<p>Yes</p>	<p>Complete and sign the supplied pro forma document.</p>
<p>Preference points claim form (In Line with SASSA Policy 06 May 2022) -SBD 6.1</p>	<p>Yes</p>	<p>Complete and sign the supplied pro forma document.</p>
<p>Registration on Central Supplier Database (CSD)</p>	<p>Yes</p>	<p>Bidder(s) must be registered as a service provider on the Central Supplier Database (CSD).</p> <p>If a bidder is not registered, he/she should proceed to complete the registration of the company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain a vendor number.</p> <p>Submit proof of registration and CSD Master Registration Number (MAAA...)</p>
<p>Valid Certified copy of COIDA certificate or letter of good standing for both main bidder (s) and subcontractor(s) if any</p>	<p>Yes</p>	<p>Compliance with:</p> <ul style="list-style-type: none"> • Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993); • The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993;

TERMS OF REFERENCE FOR THE EXPRESSION OF INTEREST FROM SERVICE PROVIDERS TO SUPPLY AND INSTALL HYBRID INVERTER SYSTEMS, SOLAR PANELS AND LITHIUM BATTERIES TO SERVE AS BACKUP ELECTRICITY FOR SASSA OFFICES IN THE NORTHERN CAPE FOR A PERIOD OF THREE (03) YEARS

See checklist for inverters: Annexure C

9.2 PHASE TWO

9.2.1 STAGE 3: FUNCTIONALITY ASSESSMENT

Bidder(s) will be evaluated in the following manner:

Phase Two – Functionality Criteria	WEIGHTING 100
<p>1. Experience in the industry NB: To be strictly assessed ONLY based on the listed experience as per ANNEXURE B:</p> <p>1.1 Number of years of experience shall be allocated values as follows:</p> <ul style="list-style-type: none"> (i) 1 to 2 years = 1 (ii) 3 to 4 years = 2 (iii) 5 to 6 years = 3 (iv) 7 to 8 years = 4 (v) 9 years & above = 5 	30
<p>2. Capacity</p> <p>This criterion assesses the bidders' capability to render services at multiple sites.</p> <p>2.1 Number of completed projects in the past 5 years</p> <ul style="list-style-type: none"> (i) 1 to 2 = 1 (ii) 3 to 4 = 2 (iii) 5 to 6 = 3 (iv) 7 to 8 = 4 (v) 9 and above = 5 	30
<p>3. Project Implementation Plan –The Project Implementation Plan must include, but not limited to the following:</p> <ul style="list-style-type: none"> 3.1 Activities during Pre-Project Implementation Phase; 3.2 Activities during Project Implementation Phase; 3.3 Activities during Project Close-Out Phase; 3.4 Ability to finalise installation within 10 working days. 	20
<p>4. Warranty and After Care services</p>	20

Phase Two – Functionality Criteria	WEIGHTING 100
4.1 Explain the warranty on the work and equipment installed;	
4.2 Provision of after care services for a period of twelve (12) months on workmanship.	

Bidders must score a minimum of 60 points on functionality. Bidders who score less than 60 points for functionality shall be disqualified and shall not be subjected to further evaluation.

9.2.2 STAGE 4: PRICE AND PREFERENCE POINTS EVALUATION

Phase Four - Price and Preference	100
Price	80
B-BBEE Status Level of Contribution	20

Price

As stated under paragraph 7.2.2 of this document, prices should be market related and value for money will be considered for all prospective bid proposals to be listed on the SASSA Database during this stage.

Points awarded for B-BBEE Status Level of Contribution

The B-BBEE Status Level Contributor will be evaluated to ensure that SASSA's specific goals are achieved. In terms of the Preferential Procurement Regulations, and SASSA Supply Chain Management Policy, 2022; preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level	Points
1. B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20
2. B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	18
3. B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	16
4. B-BBEE Status Level 1 - 2 contributor	14

B-BBEE Status Level	Points
5. B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	12
6. B-BBEE Status Level 3 - 4 contributor	8
7. B-BBEE Status Level 5 - 8 contributor	4
Non-compliant	0

Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or original affidavit. Failure to submit will result in bidder being awarded zero points.

10. SPECIAL CONDITIONS OF THE BID

- 10.1 Bidder(s) must submit their bid proposals in line with the bid specifications. Failure to comply shall render the bid non-responsive.
- 10.2 SASSA reserves the right to negotiate price(s) with the recommended bidder(s) in line with PPPFA Regulations.
- 10.3 The short-listed bidders shall be subjected to the security clearance process. Only successful service provider(s) who are cleared during security clearance process shall be considered for appointment.
- 10.4 Successful bidder(s) shall be informed accordingly.
- 10.5 A Contract/ Service Level Agreement shall be concluded between SASSA and the successful service provider(s).
- 10.6 SASSA reserves the right to cancel the contract forthwith and to terminate the services of the bidder(s) without prior notice to do so if the bidder(s) becomes unable for any reason whatsoever to implement any terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful bidder(s). In such an event, the bidder(s) shall, when called to do so, hand over to SASSA all documents, which are related to the contract.
- 10.7 Bidders must comply with safety regulations at all times during operations.
- 10.8 SASSA shall not accept any responsibility for accounts/expenses incurred by the bidder(s) that was not agreed upon by the contracting parties.

- 10.9 SASSA reserves the right to inspect the services rendered by the bidder(s) at any time, to ensure that the service is rendered in accordance with the conditions of contract and the site specification.
- 10.10 SASSA reserves the right to reduce the number of offices per area.

11. CONTRACT ADMINISTRATION

- 11.1 Successful bidders must advise the Supply Chain Management Unit immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- 11.2 Full particulars of such circumstances as well as the period of delay must be furnished.

12. PRICE

- 12.1 Firm bid prices must be submitted for each office. All prices charged should be inclusive of VAT.

13. PROJECT CO-ORDINATION ARRANGEMENTS

- 13.1 **Project Co-ordination**
The Facilities and Auxiliary Support Services Unit, based at SASSA Northern Cape Regional Office shall be responsible for the co-ordination of this project.
- 13.2 **Project period**
The project will be run on an as and when supply and installation are required basis and is expected to run for a period of 3 years.
- 13.3 **Communication**
Any request for clarification must be submitted in writing to the following officials:

a) Technical enquiries

Name of Region	Contact Number	Contact Person	Email Address
Northern Cape	053 802 4976	Ms. Martina Masanabo	MartinaMa@sassa.gov.za
	053 802 4999	Mr. Shaheem Lahri	ShaheemL@sassa.gov.za

b) Supply Chain Management

Name of Region	Contact Number	Contact Person	Email Address
Northern Cape	053 802 4915	Mr. Kagisho Tsomagae	Kagishot@sassa.gov.za

13.4 Tender will be advertised on the E-Tender portal, CIDB website and SASSA website.

13.5 Submission of the bid documents must be submitted by 11h00 on 20 November 2023 at the following address:

Ground Floor

Permanent Building

33 Du Toitspan Road

(Cnr. Du Toitspan Road & Phakamile Mabija)

Kimberley

8301

A NON-COMPULSORY BRIEFING SESSION will be held on 06 November 2023 at **SASSA Regional Office Kimberley** on the **M-floor boardroom** at the Permanent Building.

ANNEXURE A:

	Office Name	Physical Address	GPS (Global Positioning System) Co-ordinates	Roof Type
1	Barkly West LO	8 Tinus Du Plessis Street, Barkly West	28°32'00.7"S 24°31'10.1"E	Cement Tiles
2	Bathlaros	Not commissioned	27°18'37.4"S 23°21'37.5"E	IBR Roof Sheeting
3	Bendel LO	House No: H89, Bendel Agriculture	26°59'51.6"S 23°39'10.8"E	Corrugated Roof Sheeting
4	Brandvlei LO	454 Main Street, Brandvlei	30°27'55.6"S 20°29'16.0"E	Corrugated Roof Sheeting
5	Britstown LO	Dahlia Street, Community Hall, Proteaville	30°35'10.5"S 23°29'41.5"E	IBR Roof Sheeting
6	Carnarvon LO	737 Lang Street, Carnarvon	30°57'30.9"S 22°07'38.0"E	Corrugated Roof Sheeting
7	Churchill LO	No street address	27°16'30.5"S 23°28'59.0"E	IBR Roof Sheeting
8	Colesberg LO	Corner Main Road & Church Street, One Stop Centre, Colesberg	30°42'55.5"S 25°06'02.3"E	Corrugated Roof Sheeting
9	Corless Road LO	6 Corless Road, West End, Kimberley	28°43'38.5"S 24°44'23.1"E	IBR Roof Sheeting
10	Danielskuil LO	Corner of Main Street and Barker Street, Danielskuil	28°10'52.1"S 23°32'48.5"E	IBR Roof Sheeting
11	De Aar LO & DO	10 Mclvor Street, De Aar	30°38'54.4"S 24°00'38.3"E	IBR Roof Sheeting
12	Deben LO	1 Gemsbok Street, Deben	27°35'45.0"S 22°52'28.0"E	IBR Roof Sheeting
13	Delportshoop LO	579 Magau Street, Tidimalo Municipality, Delportshoop	28°25'24.2"S 24°18'50.5"E	IBR Roof Sheeting
14	Florianville LO	2 Mopani Road, Florianville, Kimberley	28°43'07.3"S 24°45'59.7"E	Corrugated Roof Sheeting
15	Fraserburg LO	Kerk Street, Fraserburg	31°54'53.8"S 21°30'40.4"E	Corrugated Roof Sheeting
16	Garies LO	34 Main Street, Garies	30°33'42.6"S 17°59'24.1"E	Corrugated Roof Sheeting
17	Gasegonyana LO	13 - 17 Mahindra Building, Main Road, Kuruman (1812 Melville Street, Kuruman)	27°27'42.5"S 23°26'20.7"E	IBR Roof Sheeting

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	Office Name	Physical Address	GPS (Global Positioning System) Co-ordinates	Roof Type
18	Griekwastad LO	8 Burchell Street, Griekwastad	28°50'51.4"S 23°15'07.4"E	Corrugated Roof Sheeting
19	Grobbershoop LO	103 Oranje Street, Grobbershoop	28°53'44.7"S 21°58'51.8"E	Metal Tiles
20	Hanover LO	260 Rhyneveld Street, Hanover	31°04'04.7"S 24°26'41.3"E	Corrugated Roof Sheeting
21	Hartswater LO	20 DF Malan Street, Hartswater	27°45'16.5"S 24°48'36.1"E	Corrugated Roof Sheeting
22	Hopetown LO	14 Cross Street, Hopetown	29°37'33.9"S 24°05'09.8"E	Corrugated Roof Sheeting
23	Kakamas LO	58 Voortrekker Road, Kakamas	28°46'12.1"S 20°37'00.6"E	IBR Roof Sheeting
24	Keimoes LO	19 Lang Street, Keimoes	28°47'11.2"S 20°37'46.7"E	Corrugated Roof Sheeting
25	Kenhardt LO	2 Brussel Street, Kenhardt	29°20'42.9"S 21°09'14.3"E	Corrugated Roof Sheeting
26	Kuruman DO	13 - 17 Mahindra Building, Main Road, Kuruman (1812 Melville Street, Kuruman)	27°27'42.5"S 23°26'20.7"E	IBR Roof Sheeting
27	Laxey LO	Laxey Clinic, Laxey	26°43'22.8"S 23°10'00.1"E	IBR Roof Sheeting
28	Nieuwoudtville LO	1 Lelie Street, Nieuwoudtville	31°22'06.1"S 19°06'57.2"E	Nutec
29	Noupoort LO	10 Shaw Street, Noupoort	31°10'41.6"S 24°57'10.1"E	Corrugated Roof Sheeting
30	Pampierstad LO	Stand No 3133 Unit 1, Pampierstad	27°46'40.4"S 24°41'58.9"E	IBR Roof Sheeting
31	Petrusville LO	1 Visagie Street, Petrusville	30°04'56.3"S 24°39'28.2"E	Corrugated Roof Sheeting
32	Phillipstown LO	Municipal Building, Green Street, Phillipstown	30°26'09.0"S 24°28'22.9"E	Corrugated Roof Sheeting
33	Pofadder LO	720 Voortrekker Street, OLD FNB BANK , Pofadder	29°07'39.0"S 19°23'47.5"E	Corrugated Roof Sheeting
34	Port Nolloth LO	1 Beach Road, (One Stop Child Justice Center), Port Nolloth	29°15'23.0"S 16°52'04.8"E	Nutec
35	Postmasburg LO	24 Randjie, Postmasburg	28°19'51.9"S 23°03'53.8"E	Corrugated Roof Sheeting

TERMS OF REFERENCE FOR THE EXPRESSION OF INTEREST FROM SERVICE PROVIDERS TO SUPPLY AND INSTALL HYBRID INVERTER SYSTEMS, SOLAR
PANELS AND LITHIUM BATTERIES TO SERVE AS BACKUP ELECTRICITY FOR SASSA OFFICES IN THE NORTHERN CAPE FOR A PERIOD OF THREE (03)
YEARS

	Office Name	Physical Address	GPS (Global Positioning System) Co-ordinates	Roof Type
36	Prieska LO	1091 School Street, Bonteheuwel, Prieska	29°40'04.5"S 22°45'18.9"E	Corrugated Roof Sheeting
37	Records Management Centre	3 Edison Road, Ashburnham, Kimberley	28°42'54.9"S 24°46'11.5"E	Corrugated Roof Sheeting
38	Regional Office	28 Du Toitspan Road, Kimberley	28°44'24.5"S 24°45'50.7"E	Slate tile
39	Richmond LO	House No 3, Brink Street, SAPS Complex, Richmond	31°24'55.0"S 23°56'40.9"E	Corrugated Roof Sheeting
40	Rietfontein LO	350 Daan Swanepoel Street, Community Hall, Rietfontein	26°44'30.8"S 20°01'39.8"E	IBR Roof Sheeting
41	Ritchie LO	375e Opperman Street, Rietvale, Ritchie	29°02'14.4"S 24°35'06.0"E	IBR Roof Sheeting
42	Roodepan LO	Starling Street, Roodepan, Kimberley	28°40'07.0"S 24°43'20.5"E	Corrugated Roof Sheeting
43	Springbok LO & DO	8 Hospital Street, Springbok, 8240	29°39'50.2"S 17°53'02.1"E	Corrugated Roof Sheeting
44	Steinkopf LO	2 Kerk Street, Steinkopf	29°15'43.3"S 17°44'00.7"E	Corrugated Roof Sheeting
45	Tsineng	No street address	27°05'16.8"S 23°04'38.1"E	IBR Roof Sheeting
46	Victoria West LO	59 Church Street, Victoria West 7070	31°24'14.5"S 23°06'39.7"E	Corrugated Roof Sheeting
47	Warrenton LO	6 Mark Street, Warrenton	28°06'42.5"S 24°50'47.3"E	Corrugated Roof Sheeting
48	Williston LO	3 Lutz Street, Williston	31°20'23.9"S 20°55'08.5"E	Corrugated Roof Sheeting

ANNEXURE B

Name of client / organization where contract is being executed/was executed	Contract period (indicate start and end dates) e.g., 1 April 2011 to 31 March 2012	Is the contract Current or Past? (Please indicate accordingly)	Are you the Sole Service Provider (are you the only provider for the installation of PV Solar Systems?) Yes/No	Contact persons and telephone numbers of your client

ANNEXURE C:

Solar system fully installed. The system consists of:		Cost
<i>Inverter</i>	Hybrid inverter / charger to function in grid tie mode as well as off grid mode with CT clamp to prevent power export to grid. Battery Voltage Range (V) = 40-60V Max. Charging Current (A) = 190 A Max. Discharging Current (A) = 190 A Charging Curve 3 Stages/Equalization Charging Strategy for Lithium Battery - Self-adaptive Battery Management System (BMS). Pure Sine wave. Max. DC Input Power (W) = 10400W PV Input Voltage (V) = (100V - 500V) MPPT Range (V) = 125 - 425V No. of MPPT Trackers = 2 Rated AC Output and UPS Power (W) = 8000 watt Grid Type = single phase. PV lighting protection. Automatically switch from on-grid to off-grid mode. Anti-islanding protection. Zero export control via current transformer (CT) sensor. Wi-Fi Module. Web browser and mobile app monitoring supported. 5-year product warranty.	
<i>Battery</i>	Ultra-reliable Lithium-Ion Phosphate Technology. Designed for daily cycling applications. 10-year warranty. Performance cycle life > 8000 cycles. Power output = 10kW (continuous). Lithium Battery 10 kWh Ultra-reliable Lithium-Ion Phosphate Technology. Power output = 10 kWh (continuous) or greater. Can be discharged to 100% depth of discharge (DoD). Minimum cycle life > 8000 cycles. Over-charge, over-discharge & short-circuit protection. 10-year unlimited cycle warranty and 5-year product warranty. Battery modules to be installed inside a cabinet. The cabinet should be made of steel with a glass door.	
<i>Solar Panels</i>	6000-Watt Tier 1 Solar Panels array(s) installed on roof.	

Solar system fully installed. The system consists of:		Cost
	Roof Solar Panel Mounting Structure.	
	25-year performance warranty and 12-year product warranty.	
Installation	<p>The system will need to power:</p> <ol style="list-style-type: none"> 1. All dedicated electrical outlets. In the absence of dedicated outlets, all standard outlets to be powered from the inverter system. Circuits/outlets attached to kettles, fridges, microwaves, air conditioners and geysers to be excluded; 2. All office lights (Including Security lights). In the absence of LED lighting, all florescent and standard lighting to be powered from the inverter system. 3. Server room / Network cabinet; 4. Network printers / Photocopiers; 5. Booster pump for water storage tanks; 6. Borehole submersible pumps where installed; 7. Outer buildings (Security Guard Houses); 	
Other	<p>The Service provider to ensure:</p> <ol style="list-style-type: none"> 1. All circuits have the correct amp circuit breakers at both the main and sub-DB board. Should the main DB or any electrical components not meet industry standards, the service provider will be obliged to correct these by informing SASSA and providing an estimate on the cost to repair. Prior approval should be obtained from the Agency before effecting any additional work. Any additional work costs exceeding the 15% threshold of an order will not be considered by the Agency; 2. Circuit breakers in the Main and sub-DB are appropriately labelled; 3. All electrical work to comply with SANS 10142 standards; 4. All labour, equipment, transport and travelling be included in the price. All workmanship to carry a twelve (12) month warranty. 	
COC Certificate	Provide SASSA with a COC certificate for each site.	
Wiring Diagram	Provide SASSA with a wiring diagram of the installation for each site.	
Maintenance	Provide one year maintenance for alternative power supply system at each site.	
Other	All labour, equipment, transport, and travelling are to be included in the price. All workmanship to carry a twelve (12) month warranty.	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government 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 government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government 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 official written order issued for the supply of goods or 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 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 Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

- 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:
 - (a) 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
 - (b) 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 are 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 authority 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 and 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 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
 - 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
 - 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
 - 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
 - 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, 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 a local authority.
 - 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 a supplies contract, the purchaser shall, without canceling 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.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) 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; and

- (b) 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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.