



SASSA: 99-23-CS-NW

INVITATION TO BID

SASSA: 99-23-CS-NW SUPPLY DELIVERY AND INSTALLATION OF ALTERNATIVE POWER (HYBRID INVERTORS SYSTEM FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY IN THE NORTH WEST REGION.

A NON COMPULSORY BRTEFIJ'JG SESSION WILL HELD ON THE 29TH NOVEMBER 2023 AT SASSA HOUSE WIEGA CITY BUILDING CORNER **SEKAME** AND DR JAMES MOROKA MMABATHO 2735 AT 11H00.

PROPOSALS MUST BE DEPOSITED IN THE BID BOX **SITUATED AT:**

SASSA HOUSE (Mega city building)
CORNER SEKAME AND DR JAMES MOROKA
MEGACITY MMABATO
2735

ADVERTISING DATE: 22 NOVEMBER 2023
CLOSING DATE : 12 DECEMBER 2023
TIME : 12.00

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:

CONTACT PERSON Mr Zuko Tom
CONTACT NUMBER 018 3973416

SUPPLY CHAIN MANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

CONTACT PERSON Mr Muzi Mdlalose
CONTACT NUMBER 018 397 3341

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at the right time and place. NJALO!*

South African Social Security Agency
Northern Cape Region

SASSA REGIONAL OFFICE • 95-97 Du Toitspan Road

Private Bag X9011 • Kimberley 8300
Tel: +27 53 802 7700 • Fax: +27 53 802 7728

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)				
BID NUMBER:	SASSA:99-23-CS-NW	CLOSING DATE:12 DECEMBER 2023	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY, DELIVERY AND INSTALLATION OF ALTERNATIVE POWER (HYBRID INVERTORS SYSTEM FOR SOUTH AFRICAN SOCIAL SECURITY AGENCY IN NORTH WEST REGION			
BID RESPONSE QUESTIONNAIRES MAY BE DEPOSITED AT THE BIDDING OFFICE SITUATED AT/SEE ATTACHED				
SASSA House				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TELEPHONE ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Jhr UuóNdla1ose	CONTACT PERSON	Mr Zuko Tom	
TELEPHONE NUMBER	018 397 334J	TELEPHONE NUMBER	018 397 3316	
FACSIMILE NUMBER		FACSIMILE NUMBER		
E-MAIL ADDRESS	Buzlmd@sAssa.govza	E-MAIL ADDRESS	ZukoT@sassa.govza	
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] @ Yes @ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes @ 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?	@Yes @No (IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No	[IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONS TO ASK FORZIGI SUPPLIER/				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF- SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES @ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			@ YES @ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			@ YES @ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			@ YES @ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			@ YES @ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.				

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."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE — FORM 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:99-23-CS-NW
Closing Time 11:00	Closing date 12 December 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)
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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

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;

.....

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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, TENDERS 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 invitation to tender:
 the 80/20 system for requirements with a Rand value of up to R10 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.

[delete whichever is not applicable for this tender]

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The highest/ highest doceptable tender will be used to determine the applicable system once tenders are received-

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

- (a) Price; and
- (d) 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 of criteria required in term 9. 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 a tenderer, either before a tender is submitted 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 for the provision of goods or services through any method envisaged in legislation; examples include tendering/procurement or any other method envisaged in legislation;

(b) "price" means an amount or money tendered for goods or services, add applicable taxes less all unconditional discounts;

the estimated value of a contract in Rand calculated at the time of bid invitation, and includes applicable taxes;

(c) "offer for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the conclusion 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

(d) "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.* THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated to price on the following basis-

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

Where

Ps = Points scored for price of tender under consideration

R = Price of tender under consideration

Pmin = 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:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = 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 I: 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 BD/20 preference point system is applicable, Contractor's points for Ufit a/SO be ill diCat9d8S 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	Number of points allocated	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)
	(90/10 system) (To be completed by the organ of state)	(80/20 system) (To be completed by the organ of state)		
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 54% 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 - 4 contributor with at least 61% youth or disabled ownership	5	12		
B-BBEE Status Level 3 - 4 contributor	3	8		
B-BBEE Status Level 5 - 8 contributor	2	4		
OTHERS	0	0		

Note: in the event of a bidder claiming more than one specific goal category, the Agency will allocate points based on specific goal with the highest points. The Eligibility will be confirmed with the assesse certificate/sworn affidavit submitted by bidder/CIPC etc.

DECLARATION WITH REGARD TO COMPANY/FIRMI

- 4.3. Name of company/firm.....,
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
 - 0 Partnership/Joint Venture / Consortium

- a One-person business/sole propriety
Close corporation
 - Public Company
 - a Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- TICK APPLICABLE BOX]

46. 1, 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) decoder 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:



DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates {Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)}.

1. General **Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content *of the overall/ value* of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = \{1 - x / y\} \times 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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The SABS **approved** technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.

- 1.6 A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286-2011) for this bid is/are as follows:

Description of services works or goods Stipulated minimum threshold

Electrical and telecom cables	90%
Solar PV components:	
Laminated PV modules	15%
Module Frame	65%
Mounting structure	90%
DC Combined boxes	65%
Invertor	40%

3. Does any portion of the goods or services offered have any imported content?

(lick applicable box)

YES	NO
-----	----

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

indicate the rate(s) of exchange against the appropriate *currency* in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, 0 and E) is accessible on [http://www.thdti.gov.za/industrial development](http://www.thdti.gov.za/industrial_development). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as of (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each **product** contained in Declaration C shall be used instead of the table above.

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The focal content percentages for each product has been *calculated* using the formula given in clause 3 of sATS **1286:2011**, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s)
 (C4) Tender Authority:
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula EU GBP

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

 Date: _____

(C20) Total tender value R	<input style="width: 100%;" type="text"/>
(C21) Total Exempt imported content R	<input style="width: 100%;" type="text"/>
(C22) Total Tender value net of exempt imported content R	<input style="width: 100%;" type="text"/>
(C23) Total Imported content R	<input style="width: 100%;" type="text"/>
(C24) Total local content R	<input style="width: 100%;" type="text"/>
(C25) Average local content % of tender	<input style="width: 100%;" type="text"/>

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____
 (D2) Tender description: _____
 (D3) Designated Products: _____
 (D4) Tender Authority: _____
 (D5) Tendering Entity name: _____
 (D6) Tender Exchange Rate: Pula _____

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted Imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer R:

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total Imported value by 3rd party R: 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments	
			Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of Imported content & foreign currency payments - (D32), (D45) & (D52) above R: #VALUE!

Signature of tenderer from Annex B

Date: _____

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

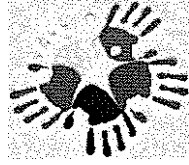
Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
			R
	(E9) Total local products (Goods, Services and Works)		R

(E10)	Manpower costs (Tenderer's manpower cost)	R
(E11)	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	R
(E12)	Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)	R
	(E13) Total local content	R

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____



TERMS OF REFERENCE
FOR
SUPPLY, DELIVERY AND
INSTALLATION OF ALTERNATIVE
POWER (HYBRID INVERTERS
SYSTEM) FOR SOUTH AFRICAN
SOCIAL SECURITY AGENCY IN
NORTH WEST REGION

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1 DEFINITIONS

BBBEE - Broad Based Black Economic Employment

CSD - Central Supplier Database

COIDA - Compensation of Injuries and Diseases Act

CV - Curriculum Vitae

EME - Exempted Micro Enterprise

SABS - South African Bureau of Standards

SANS - South African National Standards

SANAS - South African National Accreditation System

SASSA - South African Social Security Agency

SBD - Standard Bidding Documents

UIF - Unemployed Insurance Fund

OHS - Occupational Health and Safety Act

CIOB — Construction Industry Development Board

NQF - National Qualification Framework

2 INTRODUCTION

SASSA was established in terms of the South African Social Security Agency Act, 2004 (Act no. 9 of 2004) to administer *Socia!* Security Grants in terms of the Social Assistance Act, 2004 (Act no. 13 of 2004). The principal aim of the South African Social Security Agency Act is to make provision for the effective management, administration and payment of social assistance. For SASSA to achieve its mandate there must always be reliable Electrical Power Supply to Agency offices at all times.

3 OBJECTIVE

The objective of the project is the appointment of the competent and qualified Service Provider who has registered with electrical contracting board or the chief inspector from Department Of Employment And Labour as per electrical installation regulations 6, with CIDB Grading 3 EB or higher for the installations of the Alternative Power in a form of Hybrid Inverters system to the Twenty (20) Agency Offices within the North West Region in order to ensure continuation of the Services during power failure caused by load shedding or technical faults or cable theft and during routine maintenance.

4 BACKGROUND

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 a 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 as the integrity of the whole system.

The Agency is further required to comply with the requirement of the Occupational Health and Safety Act as amended, especially Section 8 (1) which indicates that every employer shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without the risk to the health of its employees.

In addition Section 9 (1) every employer shall conduct his *undertaking* in such a manner as to ensure, as far as is reasonable practicable, that persons other than those in his employment who maybe directly affected by his activities are not thereby exposed to hazard to their health or safety, Section 9 (2) every self-employed person shall conduct his undertaking in such a manner as to ensure, as far as reasonable practicable, that he and other persons who *maybe* directly affected by his activities are not there by exposed to hazard to their health or safety.

The appointed competent service provider will be expected to supply, deliver, install, commission and maintain 5 Kva Hybrid inverters system complete with solar panels, 9litre flame block lithium battery fire extinguisher to-served the following offices:

1. Christiana local office.
2. Itsoseng local office.
3. Ottosdal local office.
4. Moretele local office.
5. Tlaskgameng local office:
6. Tlokwe local office.
7. Tshidilamolomo local office.
8. Dinokana Service point
9. Coligny service point
10. Hebron local office
11. Maboloka(Porter Camp).
12. Madikwe local office
- 13/ Cyferskuil local office
14. Swartruggens service point -
15. Mabeskraal service point
16. Dryharts local office
17. Tseoge service point
18. Morokweng local office. (Solar panels only)
19. Kanana Service point (Bojanala District)- (Solar panels only)
20. Ratlou local office. (Solar panels only)

5 BRIEFING SESSION

1. There will be non-compulsory briefing session at Regional office Mmabatho Mega City.
2. Bidders are encouraged to familiarize themselves with the location of SASSA offices within the North West Region. A copy of the Agency offices, and addresses are attached as (Annexure A).

6 SCOPE OF WORK

1. The appointed competent Service Provider(s) will be required to Supply; Delivery, Install, Commission and Maintain the Hybrid inverters system complete with solar panels and new 9litre flame block lithium battery fire extinguisher as per below technical specifications.

TECHNICAL SPECIFICATION FOR 5 kVA HYBRID INVERTER COMPLETE WITH SOLAR PANELS	
**	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 /= 60d
	Max. Charging Current (A) = 120 A
	Max. Discharging Current (A) 120 A
	Charging Curve 3 Stages/Equalization
	Charging Strategy for Lithium Battery Self-adaption to BJVIS-
	Pure Sinè Wave
	Max. DC Input Power (W) - 6500W.
	PV Input Voltage (V) = 600V
	MPPT Range 425V
	No. of MPPT Tracker3 = 2
	Rated AT Output and UPS Power (W) = 6000 watt
	Max. AC Output Power = 8800watt
	AC Output Rated Current 40A
	Max AC current (A) 36.7/38:SA
	Grid Type = single phase/ three phase
	Output frequency and voltage 50/60 Hz 240V
	PV input lightning protection
	Automatically switch from on-grid to off-grid mode
	lb
Zero export control via CT	
WiFi/Fibre/4G	
Web browser and mobile app monitoring supported.	
5 year product warranty	
Battery	Ultra-reliable Lithium Iron Phosphate Technology. Designed for daily cycling applications. 5 Year warranty. Performance cycle life > 8000 cycles. Power output= 10kW (continuous).
	Lithium Battery 10 kWh
	Ultra-reliable Lithium Iron Phosphate Technology
	Power output = 10 kW (continuous) or greater
	Can be discharged to 100% DoD.
	Minimum cycle life > 8000 cycles.
	Over-charge, over-discharge & short-circuit protection.
	5 year product warranty
Battery modules to be installed inside a cabinet. The cabinet should be made of steel with a steel mesh door.	
	10 40d: Watt Tier T Solar Panels array(s) Installed on roof/steel structure, to support the solar panels facing the north direction.

p n c s	RoofSolar/Steel StruCture Panel Mounting Structure
	5 year product warranty
Installation	This system will power most of the SASSA office, excluding geyser, air conditioners, oven and stoves in load shedding with seamless crossover between Grid and Solar s'/stem.
	System fully installed including all Sundries. AC/DC Switchgear, and Labour
CE Certificate	Provide SASSA with COC and test certificate for each site.
Maintenance	Provide two years maintenance for alternative power supply system at each site.
Flame block lithium battery fire extinguisher	Supply, delivery and installation of new 9litre flame block lithium battery fire extinguisher one per site.

NB: Details on the locations of the alternative power supply system installation is contained in **Annexure A** attached. Travel and subsistence costs should be included for each site

7 RESPONSIBILITIES

7.1. The Service Provider shall:

- 7.1.1. Thoroughly test the system and hand over to SASSA with an Electrical Certificate of Compliance (COC).
- 7.1.2. Conduct business in courteous and professional manner.
- 7.1.3. Ensure that all staff working under this contract are in good health and pose no risk to any SASSA employees, beneficiaries and stakeholders.
- 7.1.4. Comply with requirement of Occupational Health and Safety Act, SASSA Security Management Policy, Agency Occupational Health and Safety Policy, legislations relevant regulations and standards..
- 7.1.5. Must not use any poisonous or highly inflammable substances without the written consent of SASSA.
- 7.1.6. 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) as amended and any regulations promulgated in terms of this Act and the standard instructions of SASSA;
- 7.1.7. Provide SASSA with updated safety file as per scope of work and sign Occupational Health and Safety Act Section 37 (2) agreement.
- 7.1.8. Provide all staff working under this contract with protective clothing and name tags.

- 7.1.9. The service provider shall be responsible for cleaning the site after the project has been completed.
- 7.1.10. Safeguard all the material and equipment during the process of installations.
- 7.1.11. Demonstrate how to operate the system to identified Agency staff per office.
- 7.1.12. Upon completion provide the Agency with safety and operation manuals of the system, maintenance plan and wiring diagrams where possible.
- 7.1.13. Any damages done to the property due to negligence of service provider shall be repaired by the service provider at his/her own cost.

7.2. SASSA shall:

- 7.2.1 Manage the contract in a professional manner.
- 7.2.2 Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfill their duties:
- 7.2.3 Not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the contract.
- 7.2.4 Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
- 7.2.5 Provide a temporary storage facility for equipment and materials where possible but cannot be held responsible for the loss of such material/equipment during the duration of this contract.

8 EVALUATION OF THE TENDER

- 1. The bid will be evaluated on 80/20 preference point system. The evaluation shall be conducted as follows:

- 8.1.1 Phase One - Mandatory Requirements
- 8.1.2 Phase Two - Functionality
- 8.1.3 Phase Three — Administrative Compliance
- 8.1.4 Phase Four - Local production and Content
- 8.1.5 Phase Five- Price and BBBEE Preference Points

PHASE ONE: MANDATORY REQUIREMENTS

- Bidders must fully complete pricing schedule (Annexure B) and bid for aW 4ites Contained in (Annexure A).
- Bidders are required to endorse (Annexure C) to confirm compliance with the specification.
- Bidders are required to provide CIOB grading certificate of 4 E or higher. Bidders are required to submit letter of good standing from the financial institution WNCAS T10t older than three months.
- Valid Letter of Good Standing from the Department of Employment Labour (COJOA) te specific to electrical installations).

NB: Failure to comply with the above requirements will invalidate the bid.

PHASE TWO: FUNCTIONALITY ASSESSMENT

Bidders will be evaluated on a scale of 1-5 in accordance with the criteria below.

Phase Two- Functionality Criteria	WEIGHTING 100
<p>1. Experience in the Installations of the inverters/hybrid Inverters: Number and value of Contracts (Purchase orders, or Award letters matching with reference letters):</p> <p>(i) 0 to 1 contracts 1 (ii) 2 to 3 contracts 2 (iii) 4 to 5 contracts 3 (iv) 6 to 7 contracts 4 (v) 8 contracts & above 5</p> <p>Supporting document must be a signed reference letter on company letterhead with contactable details, with values of the contract from companies or government departments where installation of hybrid inverters (alternative power supply) system.</p>	50
<p>2. Capacity</p> <p>Value of Contracts as provided above (Purchase orders, or Award letters matching with reference letters): capability to render services at multiple sites.</p> <p>(i) R 0 million - R 1 000 000 = 1 (ii) R 1 000 001 - R 2 000 000 = 2 (iii) R 2 000 001 - R 2 500 000 = 3 (iv) R 2 500 001 - R 3 000 000 = 4 (v) R 3 000 001 and Above = 5.</p> <p>Supporting document must be a signed reference letter on company letterhead with contactable details, with values of the contract from companies or government departments where installation of hybrid inverters (alternative power supply) system.</p>	50

Bidders should aim to score a minimum of 70 points on functionality. Bidders who score less than 70

should be disqualified. For more information, please contact the project manager at info@wncas.co.za or visit our website at www.wncas.co.za. Page 4 of 11

70 points for functionality will be disqualified and shall not be subjected to further evaluation.

PHASE THREE: ADMINISTRATIVE COMPLIANCE

During this phase, bids will be reviewed to determine compliance with all standard-bidding documents and a duly authorized representative must sign such documents.

Phase Three - Administrative Compliance
<ol style="list-style-type: none"> 1. Valid Central Supplier Database (CSD) Report (Tax compliant). 2. Consortia and/or Joint ventures must have signed agreement. 3. Certified ID Copies of all Company Directors, 4. ATI copies must be certified and not older than six months. 5. BBBEE <i>certificate</i> issued by CIPC/SANAS/ Sworn affidavit. 6. Fully Completed and signed (SBD 1, SBD 3.1, SBD 4, SBD 6.1, SBD 6.2, and Annexure C, O 6 E <p><i>ttB: faint+re to rriect the above criteria after the additional timeframe given to rectify noncompliance, will invalidate your bid.</i></p>

PHASE FOUR - LOCAL PRODUCTION AND CONTENT

Electrical and telecom cables	90%
Solar PV components:	
Laminated PV modules	15%
Module Frame	65%
Mounting structure	90%
DC Combined boxes	65%
Investor	40%

PHASE FIVE: PRICE AND PREFERENCE

NB: Bidders must provide a Price Proposal for all Deliverables

This stage of evaluation will be scored in terms of Regulation 4 of the Preferential Procurement Regulations (PPR), 2022. Bids will be evaluated in terms of the 80/20 Preference Point System, as follow:

AREAS	POINTS
Price	80
Specific Goals	20

Price:

In terms of Regulation 4(1) of the PPR 2022, a maximum of 80 points is allocated for price and calculated using the formula:

$$P_s - 80 \left(1 - \frac{P_t - P_{min}}{P_t} \right)$$

Where

P_s --Points scored for price o/tender under consideration

P_t --Price of tender under consideration

P_{min} --Price of lowest acceptable tender

Specific Goals-

In terms of Regulation 4(2) of the PPR 2022, a maximum of 20 points is allocated for the Agency's Specific Goals outlined below:

The following table must be used to calculate the score out of 20 (twenty) for special goals.

Number	SPECIFIC GOALS	NUMBER OF POINTS
		80/20 SYSTEM
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% black women ownership.	18
3.	B-BBEE Status Level 1 — 2 contributor with at least 51% youth or disabled ownership.	16
4.	B-BBEE Status Level 1 — 2 contributor	14
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
8.	Other	0

Specific goals will be awarded as per the attached SBD 6.1

Bidders must submit verifiable documentation as proof to claim the Preference (Specific Goal) Points.

Ownership verification process:

- Bidders CSD Report and B-BBEE Status Level will be used for scoring and evaluating of the above ownership points.
- The ownership information as per the CSD Report will be verified against a valid B-BBEE Status Level Verification Certificate and/or valid Sworn Affidavit to confirm the points claimed by the Tenderer, based on the Specific Goals outlined in this tender document and the SBD 6.1 form.

9 BID CONDITIONS

1. The contract shall be concluded between SASSA and the successful service provider(s).
2. SASSA reserves the right not to award the bid,
3. SASSA reserves the right to award the bid fully or partially.
4. SASSA reserves the right to award the bid to one or more service provider(s).
5. SASSA reserves the right to negotiate the price with the successful bidder(s).
6. SASSA will enter into contract with the successful bidder(s).
7. Bidders must comply with safety regulations at all times during operations
8. SASSA will not be able to extend delivery date beyond 15th March 2024.
9. Provide SASSA with updated safety file as per scope of work and sign Occupational Health and Safety Act Section 37 (2) agreement.

10 CONTRACT ADMINISTRATION

1. The service provider must report to the Project Manager immediately when he/she become aware of any unforeseeable circumstances that will adversely affect the execution of the contract.
2. Full particulars of such circumstances as well as the period of delay must be furnished to SASSA.

11 PROGRESS MEETINGS

The project manager of the appointed company must attend the following meetings organized by SASSA:

SASSA North West
Region

Supply, Delivery and Installation of
Alternative Power Supply

Terms of Reference Page 12 of 20

- Project Site meetings
- Project Technical meetings

12 PRICE

The Bid prices charged must be inclusive of labour, material, transport, consumables plus VAT if applicable and must be as per the pricing schedule attached. Pricing must be included on Annex/re 8.

13 PROJECT PERIOD

The project will commence after signing the contract. The service provider will be expected to complete the services not later than 15" March 2024.

14. BID SUBMISSION AND ENQUIRIES

All requirements regarding the bid may be directed to the following

For Technical Enquiries

Name: Mr. Z. Tom (Project Manager)

Tel: 018 397 3416

Email: ZukoT/Qsassa.gov.za

For Bid Administration Enquiries

Name. Muzi Mdlalose

Tel: 018 397 3341

Email: muzimd@sassa.gov.za

All bid documents must be deposited in the tender box situated at:

14. SUBMISSION OF BID PROPOSALS

GENERAL

- Bidders must deliver their proposals in one (1) package.
- Ensure that all pages are completed in full and signed by authorised representative(s) of the bidder.
- The address for delivery of the package is as follows:
- SASSSA NW REGIONAL OFFICE,
- SASSA HOUSE, CNR SEKAME & DR JAMES MOROKA, and MEGA CITY.
- MMABATHO,
- 2735.

- The outside of the package is to show:

Name of Bidder

Description of proposal

Bid Number

Closing date and time

ANNEXURE A

List of Offices:

DISTRICT	NAME OF THE OFFICE	PHYSICAL ADDRESS
North West	Jtsoseng local Office	Stand no 2393, Zone 1 Jtsoseng
North West	Ottosdal local Office	Ottosdal Clinic
North West	Dirioka "na Service point	ASSA Next to Post office
North West	Coligny service point	Coligny Community Hall Coligny
Bojanala	Hebron local office	Stand 380 B, Motseng Section Hebron
Bojanala	Maboloka (Porter Camp)	F69 Lethabong Section, Maboloka
Bojanala	Madikwe local office	Stand no 1 Ditlou Section Madikwe
Bojanala	Cyferskuil local office	Stand 305 Moreroa Street Cyferskuil
Bojanala	Swartruggens service point	
Bojanala	Vlbeskraal service point	Stand no. 2g054, Kgosing Section, Vlbeskraal
Bojanala	Moretete Local Office	4439 Ivlogodi Section, Mathibestad, 0418
Dr Kenneth Kaunda	Tlokwe local office	Barnard Building, 6 Zinn Street, Potchefstroom
Dr Ruth Segomotsi Momphati	Christiana local office	nr 20 Itsoseng street Utlwanang Christianiana
Dr Ruth Segomotsi Momphati	Dryharts local office.	Old Jonic building Dryharts Village
Dr Ruth Segomotsi Momphati	Tseoge service point	Old department of agriculture building Tseoge main road Tseoge
Dr Ruth Segomotsi Momphati	Tfakgameng local office	Tfakgameng Thusong centre Waikgameng
North West	Tshidilamo Jomo local office	Thusong Service centre, Tshidilamo Village
Dr Ruth Segomotsi Momphad	Morokweng local office. (Solar panels only)	Victor Tong Thusong centre Morokweng
Bojanala	Kanana Service point (Bojanala District)- (Solar panels only)	1631 Mpherethane Section, Old Clinic Kanana
North West	Ratlou Local office. (Solar panels only)	Ratlou Madibogo Road Next to Ratlou Municipality Ratlou (New Building)

ANNEXURE B

PRICING SCHEDULE

NB: Unit Price must include material, labour, transportation, profit and all necessary consumables.

g	Namé af office	Size of Hybrid Inverter System (StcVA) Including 5 kw lithium ifon bakery'	10 x 550 KW Solar pane)s output of (S KVA)	9 Litre Lithium Block Fire extinguishers	Total
1	Itsoseng local Office	R	R	R	R
2	Ottosdal local Office.	R	R	R	R
3	Dinokana Service point	R	R	R	R
	Cotigny service point	R	R	R	R
5	Hebron local office	R	R	R	R
6	Maboloka(Porter Camp	R	R	R	R
y	Madikwe local office	R	R	R	R
		R	R	R	R
8	Cyferskuil local office	R	R	R	R
9	Swartruggens service	R	R	R	R
10	abeskraal service point	R	R	R	R
		R	R	R	R
11	Moretele Local Office	R	R	R	R
2	Tlokwe local office	R	R	R	R
3	Christiana local office	R	R	R	R
4	Dryharts local office	R	R	R	R
15	Tlaskgameng local office	R	R	R	R
16	Tseoge service point	R	R	R	R
17	Tshidilamolomo local offi&	R		R	R
18	Kananâ Service point (Bojanala district- Solar panels only)	NfA	R	R	R
19	Ratloa Local office. (Solar pane)s only)	N/A			
20	Morokweng local office. (Solar panels only)	N/A	R	R	R
	SASSA both West	Supply, Delivery and Installation of		Terms of Reference	Page 18 of 20

SUMMARY OF COSTS

No	Amount to Tender for Supply, delivery and installation of alternative power supply at SASSA NORTH WEST REGION	
1.	Size of Hybrid Inverter System (5 KVA) Including 5 kw lithium iron	
2.	9 Litre Lithium Block Fire extinguishers	
3.	10 x 550 Watt Solar panels output of (5 KV'A)	
	SUB-TOTAL	R
	VAT @ 15%	R
	Total amount of the tender	R.....{Vat Inclusive}

Bidder Signature:

FullNamesName :

Company Name:

Date:

ANNEXURE C

COEXLfAC -çZ \¥5JAFXE/

EQJPI¥Et'Tf SD-OZONE

- Bclrlets z¥e mjrired to caz detelU Arrwr¥e Cto cc+firmcaYplia¥:e vñth th sfecificatiçn
- Bidder's pop als tint çb r¥t rreet tfe spx?ficatiçzs wll be eliniralml

5kVA Solâr system fully installed. The system consists of:		Compliance	
		Yes	
Inverter	Hybrid inverter to function in grid tie mode as well as off grid mode with CT clamp to prevent power export to grid.		
	Battery Voltage Range = 60V		
	Max. Charging Current (A) = 120A		
	Max. Discharging Current (A) = 120A		
	Charging Curve 3 Stages/Equalization		
	Charging Strategy for Lithium Battery Self-adaption to BMS		
	Pure Sine wave		
	Max. DC Input Power (W) = 6500W		
	PV Input Voltage (V) = (SOOV)		
	MPPT Range (V) = 425V		
	No. of MPPT Trackers = 2		
	Rated AC Output and UPS Power (W) = 6000W		
	Max AC Output Power (W) = 8800W		
	AC Output Rated Current (A) 33.4A / 35A		
	Grid Type = single phase / three phase		
	PV lightning protection		
	Automatically switch from on-grid to off-grid mode		
	Anti-islanding protection		
	Zero export control via CT		
	Wi-Fi Module		
Web browser and mobile app monitoring supported.			
5 year product warranty			
Lithium Battery	Ultra-reliable Lithium Iron Phosphate Technology. Designed for daily cycling applications. 5 Year warranty. Performance cycle life > 8000 cycles. Power output = 10kWh (continuous).		
	Lithium Battery 10 kWh		
	Ultra-reliable Lithium Iron Phosphate Technology		
	Power output = 10 kWh (continuous)		
	Can be discharged to 100% DoD		
Minimum cycle life > 8000 cycles			

	Over-charge, over-discharge & short-circuit protection		
	5 year product warranty		
	Battery modules to be installed inside a steel cabinet with mesh steel door		
Solar Panels	10 400 Watt Tier 1 Solar Panels array(s) installed on roof		
	Roof Solar Panel Mounting Structure		
	5 year product warranty		
Installation	This system will power most of the SASSA office, excluding geyser, air conditioner, stove and oven in load shedding with seamless crossover between Grid and Solar system.		
	System fully installed including all Sundries. AC/DC Switchgear, and Labour		
Certificate	Provide SASSA with COC certificate for each site		
Maintenance	Provide two years warranty for alternative power supply system at each site.		
Raise block lithium fire extinguisher	Supply, delivery and Installation of new 9litre flame block lithium Battery fire extinguisher one per site.		

Signature of Bidder: _____

Date: _____

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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 "Country of origin 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 consignee's 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 markets its goods on its 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 supplier, 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;**
- 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
 - (L) 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.J 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 weight 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

T0.1 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, furnish into 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, 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 and' 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 fISK. 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 supplies' in the judgement 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 impose 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, that 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 forth with by the contractor to the State or time 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 tendered, 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 and 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. **Industrial Participation Programme (i IP)** Nations1 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.