

SASSA:44-22-CS-NC

INVITATION TO BID

SASSA: 44-22-CS-NC SUPPLY AND INSTALLATION OF HYBRID INVERTER, SOLAR PANEL AND LITHIUM ION BATTERY TO SERVE AS BACKUP ELECTRICITY FOR FOURTEEN (14) OFFICES IN THE NORTHERN CAPE.

A **COMPULSORY BRIEFING SESSION** to be held as per the dates mentioned on **Annexure A** in the TOR.

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 : 12 December 2022
TIME : 11:00

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:

CONTACT PERSON : Mr Gamiet Aysen
CONTACT NUMBER : 053 8024904

SUPPLY CHAIN MANANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

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

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at the right time and place. NJALO!*

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:SASSA-44-22-CS-NC	CLOSING DATE:	12 December 2022	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY AND INSTALLATION OF HYBRID INVERTER, SOLAR PANEL AND LITHIUM ION BATTERY TO SERVE AS BACKUP ELECTRICITY FOR FOURTEEN (14) OFFICES IN THE NORTHERN CAPE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Ground Floor, Permanent 'Perm' Building; 33 Du Toit Span Road (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. Gamiet Aysen	
TELEPHONE NUMBER	053 802 4915		TELEPHONE NUMBER	053 802 4904	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Kagishot@sassa.gov.za		E-MAIL ADDRESS	GamietA@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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <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.

**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: 44-22-CS-NC
Closing Time 11:00	Closing date...12 December 2022.....

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

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE ACT.

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20/10
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

3.2 DISPOSAL OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

3.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 or **90/10**

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

Where

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of paragraphs 5.2 and 6.2 of the Addendum to the SASSA Supply Chain Management Policy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 3.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if sub-contracting with an enterprise in terms of the SASSA's Terms of Reference (TOR) or Specification:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

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:

$$LC = [1 - x / y] * 100$$

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) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on 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:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

- 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 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.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.

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, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. 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 3.1 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.

The local 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 3.1 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: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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: _____

Note: VAT to be excluded from all calculations

EU R. 9.00 GBP R. 12.00

Pula

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice (D11)	Tender Exchange Rate (D12)	Calculation of imported content			Total landed cost excl VAT (D16)	Exempted Imported value
						Local value of imports (D13)	Freight costs to port of entry (D14)	All locally incurred landing costs & duties (D15)		
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)
(D19) Total exempt imported value										
R O										
This total must correspond with Annex C - C21										

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice (D24)	Tender Rate of Exchange (D25)	Calculation of imported content			Total landed cost excl VAT (D29)	Total Imported value
						Local value of imports (D26)	Freight costs to port of entry (D27)	All locally incurred landing costs & duties (D28)		
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)
(D32) Total imported value by tenderer										
R O										

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice (D37)	Tender Rate of Exchange (D38)	Calculation of imported content			Total landed cost excl VAT (D42)	Quantity Imported
						Local value of imports (D39)	Freight costs to port of entry (D40)	All locally incurred landing costs & duties (D41)		
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)
(D45) Total imported value by 3rd party										
R O										

D. Other foreign currency payments

Type of payment (D46)	Local supplier making the payment (D47)	Overseas beneficiary (D48)	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid (D49)	Tender Rate of Exchange (D50)	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					R O
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above					
This total must correspond with Annex C - C23					

Signature of tenderer from Annex B

Date: _____

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 (NIP) Programme** 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.

Js General Conditions of Contract (revised July 2010)



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

**SUPPLY AND INSTALLATION OF HYBRID
INVERTER, SOLAR PANEL AND LITHIUM ION
BATTERY TO SERVE AS BACKUP ELECTRICITY
FOR FOURTEEN (14) OFFICES IN THE NORTHERN
CAPE**

**TERMS OF REFERENCE FOR SUPPLY AND INSTALLATION OF HYBRID INVERTER, SOLAR PANEL AND LITHIUM BATTERY TO SERVE AS
BACKUP ELECTRICITY FOR FORTEEN (14) OFFICES IN THE NORTHERN CAPE**

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1. OBJECTIVE

- 1.1. The main objective is to appoint four (4) duly accredited and qualified service providers (CIDB Grade 2EB or higher) for the supply, installation and commission hybrid inverters, solar panels and lithium ion batteries to serve as backup electricity for fourteen (14) SASSA offices in the Northern Cape. The supply and installation should be finalised by 10 March 2023.
- 1.2. Each bidder is required to subcontract 30% of the contract to duly accredited and qualified CIDB Grade 1EB contractor in order to qualify for this bid.

2. BACKGROUND

- 2.1. 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.
- 2.2. According to Section 8 (1) of the Occupational Health and Safety Act, Act, 1993 (Act no. 85 of 1993), as amended, the Agency is required to provide as far as reasonably practicable, a working environment that is safe and without risk to the health of its employees.
- 2.3. Over the last few years, SASSA has seen a drastic increase in the number of daily power outages generally due to load shedding programs implemented by Eskom which prompted the installation of hybrid inverter, solar panel with lithium batteries at identified offices.

**TERMS OF REFERENCE FOR SUPPLY AND INSTALLATION OF HYBRID INVERTER, SOLAR PANEL AND LITHIUM BATTERY TO SERVE AS
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2.4. The prospective bidder will supply, install and commission 8KVA inverters with solar panels and lithium ion batteries to serve as electrical backup systems at the following offices:

Area 1	Area 2	Area 3	Area 4
Tlhokomelo Local Office (block A & Block B)	Hopetown Local Office	Olifantshoek Local Office	Groblershoop Local Office
Warrenton Local Office	Ritchie Local Office	Battharos Local Office	Keimoes Local Office
Jan Kempdorpe Local Office	Douglas Local Office	Churchill Local Office	Kenhardt Local Office
	Richmond Local Office	Dithakong Local Office	

NB: Two (2) complete inverter systems to be installed at the Tlhokomelo Local office. One inverter system to be installed at each wing.

3. COMPULSORY BRIEFING SESSION

3.1 The **COMPULSORY BRIEFING SESSIONS** will be held as 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. Three separate briefing sessions will be conducted, namely one session for offices listed in Areas 1 and 2 in Kimberley, one session in Upington for offices

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listed in Area 3 and one session in Kuruman for offices listed under Area 4 as indicated in **Annexure A**. Bidders who have not attended the compulsory briefing session will be disqualified and will not proceed to any evaluation stage.

4. SCOPE OF WORK

4.1 The appointed service providers will be required to provide the following:

Supply and Install	Details/Comments
<ul style="list-style-type: none"> 8KVA HYBRID INVERTER (minimum 5 year warranty) with automatic transfer switch. Inverter to have built in protection features with built in anti-overflow function with a life span of 25 years. Inverter to be dust tight and highly water resistant. Inverter to have multi core design, high reliability and response speed, works parallel on or off grid, single and 3 phase operation with multiple operating modes. 	<p>1 X inverter per office except for Tlhokomelo Local Office.</p> <p>Two inverters required for the Tlhokomelo Local Office.</p>
<ul style="list-style-type: none"> 48V Lithium Ion battery (200 ah) including cable pack bracket. 10kwh: 4000 life cycles 	<p>1 X battery per office except for the Tlhokomelo Local office that will require two batteries.</p>
<ul style="list-style-type: none"> 455W SABS approved solar panels. Complete mounting system for tile/IBR/corrugated and anti-theft bracket. Minimum 25 year warranty 	<p>8 X solar panel per office</p>
<ul style="list-style-type: none"> Provide and connect all the necessary cabling, connectors and breakers etc. whether specified or not. All connections to be compliant with electrical standards 	

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Supply and Install	Details/Comments
<ul style="list-style-type: none"> • Supply and fit new 8-way mini din rail distribution board to separate essential circuits. Accommodate for the following essential items to run off back up supply: all dedicated plugs, server, network printer, light in grants processing area and offices 	
Warranty	
Batteries to carry 10 year warranty	
Hybrid inverter to carry a five (5) year warranty	
Solar panels to carry a twenty five (25) year warranty	
All workmanship to carry a twelve (12) month warranty	
COC	
Issue an Electrical Certificate of Compliance	

4.2. The following to be powered during load shedding in each office/wing

- All dedicated outlets;
- Specified normal plugs (stove, microwave geyser, kettle not to be connected);
- Server room;
- UPS (uninterruptable power supply);
- Network printers;
- Office lights; and
- Security lights.

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

5. LEGAL REQUIREMENTS

5.1 The contract shall in all respects be constructed in accordance with the relevant laws of the Republic of South Africa.

5.2 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);
- The Preferential Procurement Policy Framework Act No. 5 of 2000 and National Treasury Implementation Guide – Preferential Procurement Regulations, 2017. Etc.

6. LOCAL CONTENT CONDITION OF THE BID

6.1. Only locally manufactured solar PV systems and components with the prescribed minimum threshold for local production and content will be considered.

6.2. Bidders shall comply with the local content determination as per the DTI minimum threshold for local content.

6.3 The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of advertisement of the bid.

6.4. The rates of exchange quoted by the bidder shall be verified for accuracy.

6.5. Only the SABS approved Technical Specification Number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annexure D (Local Content Declaration: Summary Schedule), Annexure E (Imported Content Declaration: Supporting Schedule to Annex C) and Annexure F (Local Content Declaration: Supporting Schedule to Annex C)] shall be used in calculating local content. This is accessible to all potential bidders on the DTI's official website <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost. NB: (All templates mentioned in 6.4 must be completed signed and submitted with the bid.

- 6.6. If the quantity; input materials and/or components of the Solar PV System and Components required cannot be wholly sourced from the South African (SA) based manufacturers to achieve the designated local contents threshold at any particular time, bidders should request and obtain written exemption from **dti**. Such exemption applications should be submitted and approvals should be obtained prior to the closure of the bid(s) concerned. the **dti**, in consultation with the procuring Organ of State and the local industry, will consider the exemption applications on a case-by- case basis and will consider the following:
- a) required volumes in the particular bid,
 - b) available collective SA industry manufacturing capacity at the time,
 - c) delivery times;
 - d) availability of input material and components;
 - e) technical considerations including operating conditions; and
 - f) materials of construction
- 6.7. Bidders must clearly indicate in their bids that the quantities of the Solar PV System and Components to be supplied and the level of local content for each product.

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 Department of Labour: (COIDA & Registration as electrical contractor)
 - 7.1.2 Construction Industry Development Board (CIDB Grading of 2 EB) or higher
 - 7.1.3 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.

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No.	Document that must be submitted	EXPLANATORY NOTES
1.	Valid Certified copy of COIDA certificate or letter of good standing for both main bidder (s) and subcontractor(s)	Compliance with: <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);
2.	CIDB grading of 2 EB or higher for main contractor CIDB Grading of 1 EB for subcontractor	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
3	Valid registration with the Department of Labour as an Electrical Contractor with Wireman's Licence The contractor whether the main or the subcontractor issuing the COC, should have a Wireman's License	Contractor should be registered with the Department of Labour for the issuing of an electrical Certificate of Compliance.
4.	Valid accreditation as a Solar installer or equivalent PV (photovoltaic) accreditation for either the main or subcontractor or an employee of the main contractor, Accredited Solar PV Training or PV Green Card or any other relevant accreditation.	The Solar installer must have attended a Solar PV Training or PV Green card which is accredited and have a certificate.
5.	Sub-contracting agreement between main bidder and subcontractor	Subcontracting agreement between the main bidder (s) and the subcontractor clearly stating the percentage (30%) and service to be subcontracted. The value service subcontracted must add up to the

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No.	Document that must be submitted	EXPLANATORY NOTES
		total percentage proposed for the subcontracting amount.
5.	Company Profile	Company profile to indicate: <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
5.	Bills of Quantities See Bills of quantities for the respective areas Annexure F.	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 for each area quoted. The bill of quantities to be completed per office within an area and summary/total price to be transferred to the SBD1 and SBD 3.1

7.2 Appointment of Service Providers

Four service providers will be appointed for supply, installation and commission of all services. Therefore, bidders should indicate how they will comply with the requirements of the Bid for all services. **One bidder will be appointed per area as listed in paragraph 2.4. above. A total of four (4) service providers will be appointed for the four areas.** In line with the Preferential Procurement Framework Act, of 2000, section 2 subsection (1)(e) & (f) and related Regulations of 2017, the Agency reserves the right to not appoint the highest scoring bidder.

7.3 Mandatory subcontracting to (CIDB Grading of 1 EB)

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This bid is subject to a mandatory subcontracting requirement. Each bidder must subcontract 30% of their contract to a contractor with a CIDB Grading of 1 EB.

Failure to comply with the requirement, will render the bid non-responsive.

Main contractors/suppliers must not subcontract their subsidiary companies as this may be interpreted as subcontracting with themselves and/or using their subsidiaries for fronting.

In the event that a subcontractor has a sub-contracting agreement with more than one main bidder, full disclosure should be accompanied with the sub-contracting agreement on the sub-contractor's letter head. The disclosure should indicate that the accompanying bid has not and will not be disclosed by the sub-contractor directly or indirectly to any competitor prior to the date and time of the official opening or award of the bid. Non-disclosure will invalidate the bid.

It is the responsibility of the bidder(s) to select subcontractors that meet all the requirements of the bid so that their bid is not jeopardized by the subcontractor when evaluated e.g. capacity, ability and capability to execute sub-contractor's areas. The bidders are responsible for all due diligence on their subcontractors

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors and personnel of its sub-contractors comply with all terms and conditions of this bid. Sub-contractors will at all times remain the responsibility of the bidder and SASSA (NC) will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

Standard bidding documents (SBD) forms must be fully completed and compliance documents as stated in paragraph 7.1 must be submitted by both the bidder and subcontractor.

8 ROLES AND RESPONSIBILITIES

8.1 The Service Provider shall:

- Take all possible steps to ensure that the contract and the intended execution take place.
- Conduct business in a courteous and professional manner.
- Provide the necessary documentation as requested, prior to the awarding of the contract.
- 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 this 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 after the finalisation 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 of the 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 three phases:

PHASE ONE:

Stage 1: Local Product and Content

Stage 2: Mandatory Criteria;

Stage 3: Administrative Compliance;

PHASE TWO:

Stage 4: Functionality Criteria;

Stage 5: Price and BBBE points;

9.1 PHASE ONE:

9.1.1 STAGE 1: LOCAL PRODUCT AND CONTENT

Solar PV Modules	Minimum Local Content Threshold	Conditionality
Laminated PV Modules	15%	The local process will include tabbing & stringing of cells, encapsulation and lamination, final assembly and testing in compliance with IEC standards. See Annexure C.
Module Frame	65%	Aluminium Components: All aluminium PV Module Frames, PV mounting structures/racks, clamps, brackets, foundation components and fasteners are to be manufactured from locally produced extruded, rolled, cast or forged products
DC Combiner Boxes	65%	DC Combiner boxes: Enclosures must be made from SMC and moulded in South Africa
Mounting Structure	90%	All Aluminium PV Module Frames, PV mounting structures/racks, clamps, brackets, foundation components and fasteners are to be manufactured from locally produced extruded, rolled, cast or forged products
Inverter	40%	Must be assembled locally

- (a) A bid that fails to meet the minimum stipulated threshold for local production and content is an unacceptable bid.

Declaration certificate for local production and content for designated sectors

SBD 6.2 must be completed.

9.1.2 STAGE 2: MANDATORY CRITERIA

Bidder(s) must provide the bid documents listed in **PARAGRAPH 7 of the Terms of Reference**. None submission shall render the bid non-responsive.

9.1.3 STAGE 3: ADMINISTRATIVE COMPLIANCE

Bidder(s) s must provide the following in their bid documents. None submission may lead to disqualifications to proceed in the bidding process:

Document that must be submitted	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 of a bidder must be submitted. Bidders must be Tax compliant at the award stage of the tender.
Declaration of Interest (Effective 1 April 2022) – SBD 4	YES	Complete and sign the supplied pro forma document
Preference points claim form(In Line with SASSA Policy 06 May 2022) -SBD 6.1	YES	Complete and sign the supplied pro forma document
Declaration certificate for local production and content for designated sectors -SBD 6.2 and Annexure C (Local content Declaration), Annexure D (Imported Content Declaration) and Annexure E (Local Content	YES	Complete and sign the supplied pro forma document

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Document that must be submitted	Non-submission may result in disqualification	
Declaration)		
Registration on Central Supplier Database (CSD)	YES	<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>

STAGE TWO

9.2 STAGE 4: 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 on the basis of the listed experience as per ANNEXURE D:</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 year – 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 criteria assesses the bidders' capability to render services at multiple</p>	30

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Phase Two – Functionality Criteria	WEIGHTING 100
<p>sites.</p> <p>2.1 Number of completed projects in the past 5 years</p> <p>(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</p>	
<p>4. Project Implementation Plan –The Project Implementation Plan must include, but not limited to the following:</p> <ul style="list-style-type: none"> • Activities during Pre-Project Implementation Phase • Activities during Project Implementation Phase • Activities during Project Close-Out Phase • Ability to finalise installation by 10 March 2023 	20
<p>5. Warranty and After Care services</p> <ul style="list-style-type: none"> • Explain the warranty on the work and equipment installed • Provision of after care services for a period of twelve (12) months on workmanship 	20

Bidders must score a minimum of 70 points on functionality. Bidders who score less than 70 points for functionality shall be disqualified and shall not be subjected to further evaluation.

As part of the Evaluation Process, Bidders who score a minimum of 70 points on functionality will be invited to present the Functionality & Price of the Bid to the Evaluation Committee”

9.3 STAGE 5 – PRICE AND PREFERENCE POINTS EVALUATION

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

Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or original sworn affidavit. Failure to submit will render the bid non-responsive as indicated under pre-qualification.

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 The Agency reserves the right to call for samples and have them tested where required.
- 10.3 SASSA reserves the right to negotiate price(s) with the recommended bidder(s) in line with PPPFA Regulations.
- 10.4 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.
- 10.5 Successful bidder(s) shall be informed accordingly.
- 10.6 A Contract/ Service Level Agreement shall be concluded between SASSA and the successful service provider(s).
- 10.7 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.
- 10.8 Bidders must comply with safety regulations at all times during operations.
- 10.9 SASSA shall not accept any responsibility for accounts/expenses incurred by the bidder(s) that was not agreed upon by the contracting parties.
- 10.10 SASSA reserves the right to inspect the services rendered by the bidder(s) at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.
- 10.11 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. All prices charged should be inclusive of VAT. The bid proposal should clearly indicate the total price for each area.

13 PROJECT CO-ORDINATION ARRANGEMENTS

13.1 The Facilities and Auxiliary Support Services Unit, based at SASSA Northern Cape Regional Office shall be responsible for the coordination of this project.

13.2 Project period

The project will commence once the order is issued. The service providers will be expected to finalise the installation by 10 March 2023.

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
	0842211014	Mr Gamiet Aysen	GamietA@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

13.5. Submission of the bid documents must be submitted by 11h00 on the 12 December 2022 at the following addresses:

Ground Floor

Permanent Building

No: 33 Du Toitspan Road

(Cnr. Du Toitspan Road & Phakamile Mabija)

Kimberley

8301

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Annexure A:

Compulsory Briefing sessions for inverters					
No	Areas	Venue for meeting	Date	Address of office	Time
1	1&2	Kimberley Regional Office (Perm Building)	28-Nov-22	33 Du Toitspan Street, Kimberley	10H00
2	3	Kuruman District Office	29-Nov-22	13 - 17 Mahindra Building, Main Road, Kuruman	11H00
3	4	Upington District Office	30-Nov-22	46 Schroder Street , Upington	10H00

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Annexure B:

Addresses of offices

No	Area	Name of office	Address	District
1	Area 1	Tlhokomelo Local Office	Thusong Centre, Matanzima Street, Mankurwane, Kimberley	Frances Baard
2		Warrenton Local Office	6 Mark Street, Warrenton	Frances Baard
3		Jan Kempdorp Local Office	9 Piet Retief Street, Jan Kempdorp	Frances Baard
4	Area 2	Hopetown Local Office	14 Cross Street, Hopetown	PKS
5		Ritchie Local Office	375e Opperman Street, Rietvale, Ritchie	Frances Baard
6		Douglas Local Office	36 Arnot Street, Douglas	PKS
7		Richmond Local Office	House No 2, Brink Street, SAPS Complex, Richmond	PKS
8	Area 3	Olifantshoek Local Office	2 Kudu Street, Olifantshoek	JTG
9		Batlharos Local Office	27°18'37.4"S 23°21'37.5"E (no street address)	JTG
10		Churchill Local Office	27°16'30.5"S 23°28'59.0"E (no street address)	JTG
11		Dithakong Local Office	27°04'36.1"S 23°55'43.3"E (no street address)	JTG
12	Area 4	Groblershoop Local Office	103 Oranje Street, Groblershoop	ZFM
13		Keimoes Local Office	19 Lang Street, Keimoes	ZFM
14		Kenhardt Local Office	2 Brussel Street, Kenhardt	JTG

Roof types for respective offices

No	Name of office	Type of Roof
1	Tlhokomelo	Corrugated Metal
2	Warrenton	Corrugated Metal
3	Jan Kempdorp	Corrugated Metal
4	Hopetown	Corrugated Metal
5	Ritchie	IBR Sheet
6	Groblershoop	Harvey Tiles
7	Keimoes	Corrugated Sheets
8	Douglas	Corrugated Metal
9	Richmond	Corrugated Sheets
10	Olifantshoek	Cement tiles
11	Batlharos	IBR Sheets
12	Churchill	IBR Sheets
13	Dithakong	IBR Sheets
14	Kenhardt	Corrugated sheets

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ANNEXURE C: IEC STANDARDS

Governing Standards		
S.No	Standards Reference	Standards Description
Governing Standards For PCU		
1	IEC 60068-2 (1,2,14,30)	Environmental Testing Standards
2	IEC 61683	Inverter Efficiency
3	IEC 62116 (IEE- 1547.1)	Anti-Islanding Protection
4	IEC 62109-1	Safety of Power Converters for use in PV power System
5	IEC 62109-2	Safety Requirements Relevant to DC to AC
6	IEC 60529	IP-Test
7	IEC 62103	Electronic Equipment for use in power installation
8	VDEAR N 4105:2011-08	Harmonics/Flicker/Frequency
Governing Standards For Solar PV Module		
9	IEC 61215	c/mc-Si Terrestrial PV Module: Design qualification and type approval.
	IEC 61345	UV testing of Solar Photovoltaic (PV) Module
	IEC 60409-9	Solar Simulators Performance Requirements
10	IEC 61646	Thin-Film Terrestrial PV Module: Design qualification and type approval.
11	IEC 62108	CPV Modules & Assemblies: Design qualification and type approval.
12	IEC 61730	PV Module: Safety qualification.
Connectors		
13	EN 50521	Connectors for solar photovoltaic systems: safety
14	IEC 62208	Empty Enclosures for Low-Voltage Switch-gear and Control gear Assemblies: General requirements.
15	IEC/TS 62257-12-1	Recommendations for small renewable energy and hybrid systems for rural electrification – Part 12-1: Selection of self-ballasted lamps (CFL) for rural electrification systems and recommendations for household lighting equipment

CHECKLIST FOR INVERTERS

Checklist for bidders	Tick			Comments if necessary
	Yes	N/A	No	
Intention of the checklist is to assist bidders to ensure that their submissions are complete. Therefore, each bidder's must be accompanied by a signed off checklist				
Valid Certified copy of COIDA certificate or letter of good standing for both main bidder (s) and subcontractor(s)				
Valid CIDB Registration of 2 EB or higher or proof of registration as a solar installer or relevant accreditation				
Valid registration with the Department of Labour as an Electrical Contractor with Wireman's Licence				
Sub-contracting agreement between main bidder and subcontractor				
Company profile				
Bills of Quantities				
SBD 1: Invitation to Bid				
SBD 3.1. Pricing Schedule Form				
Tax Status Pin or valid Tax Clearance Certificate				
SBD 4: Signed : Declaration of interest				
SBD 6.1 Signed: Preference points claimed in terms of Preferential Procurement Regulation 2011.				
SBD 6.2. Declaration Certificate for Local production and content for designated sectors				
Registration with Central Supplier Database				
Sworn Affidavit – B-BBEE Exempted Micro Enterprise				
Valid BBEE Certificate(applicable for services above R30,000.00 only)				
Project Plan				
Company Registration Certificate				

Annexure F: Area 1

Supply and installation of inverters for Area 1: Tlhokomelo X2, Warrenton and Jan Kempdorp Local Office													
No	ACTIVITY	UNIT	TLHOKOMELO			WARRENTON			JAN KEMPDORP				
			QTY	RATE	AMOUNT	QTY	RATE	AMOUNT	QTY	RATE	AMOUNT		
1.	8KVA HYBRID INVERTER (5 year warranty) with automatic transfer switch. Inverter to have built in protection features with built in anti-overflow function with a life span of 25 years. Inverter to be dust tight and highly water resistant. Inverter to have multi core design, high reliability and response speed, works parallel on or off grid, single and 3 phase operation with multiple operating modes.	No	2			1			1				
2.	48V Lithium Ion battery (200 ah) 10kw including cable pack bracket. 4000 cycle or 10 year warranty	No	2			1			1				
3.	455W Solar panel. Complete galvanised mounting system for tile/IBR/corugated and anti-theft bracket	No	16			8			8				
4.	All necessary cabling, connectors and breakers. 4mm solar cable (black & Red), 16mm battery cable (black & red), MC connectors, DC Disconnect, vs protection, PVC combiner, AC protection and changeover. Input and output circuit breaker protection, fuses + holder etc. whether specified or not.	No	2			1			1				
5.	Provide COC for new installation.	No	2			1			1				
6.	Supply and fit new 8-way mini din rail distribution board to separate essential circuits. Use existing breakers in main DB where possible. Dedicated plus, printer, server and one plug in kitchen to operate from new DB.	No	2			1			1				
	Subtotal												
	Vat(15%)												
	Total Amount per Office												
												Total Cost for all Offices	

Supply and installation of inverters for Area 2: Hopetown , Ritchie, Douglas, and Richmond Local Office

No	ACTIVITY	UNIT	HOPETOWN			RITCHIE			DOUGLAS			RICHMOND		
			QTY	RATE	AMOUNT	QTY	RATE	AMOUNT	QTY	RATE	AMOUNT	QTY	RATE	AMOUNT
1.	8KVA HYBRID INVERTER (5 year warranty) with automatic transfer switch. Inverter to have built in protection features with built in anti-overflow function with a life span of 25 years. Inverter to be dust tight and highly water resistant. Inverter to have multi core design,high reliability and response speed,works parallel on or off grid,single and 3 phase operation with multiple operating modes.	No	1			1			1			1		
2.	48V Lithium Ion battery (200 ah) 10kw including cable pack bracket.4000 cycle or 10 year warranty	No	1			1			1			1		
3.	455W Solar panel. Complete galvanised mounting system for tile/IBR/corrugated and anti-theft bracket	No	8			8			8			8		
4.	All necessary cabling, connectors and breakers. 4mm solar cable (black & Red), 16mm battery cable (black & red), MC connectors, DC Disconnect, vs protection, PVC combiner, AC protection and changeover. Input and output circuit breaker protection, fuses + holder etc. whether specified or not.	No	1			1			1			1		
5.	Provide COC for new installation.	No	1			1			1			1		
6.	Supply and fit new 8-way mini din rail distribution board to separate essential circuits. Use existing breakers in main DB where possible. Dedicated plus, printer, server and one plug in kitchen to operate from new DB.	No	1			1			1			1		
	Subtotal													
	Vat(15%)													
	Total Cost per Office													

Supply and installation of inverters for Area 3: Olifantshoek, Batlharos, Churchill and Dithakong Local Office

No	ACTIVITY	UNIT	OLIFANTSHOEK			BATLHAROS			CHURCHILL			DITHAKONG		
			QTY	RATE	AMOUNT	QTY	RATE	AMOUNT	QTY	RATE	AMOUNT	QTY	RATE	AMOUNT
1.	8KVA HYBRID INVERTER (5 year warranty) with automatic transfer switch. Inverter to have built in anti-protection features with built in anti-overflow function with a life span of 25 years. Inverter to be dust tight and highly water resistant. Inverter to have multi core design.high reliability and response speed,works parallel on or off grid,single and 3 phase operation with multiple operating modes.	No	1			1			1			1		
2.	48V Lithium Ion battery (200 ah) 10kw including cable pack bracket.4000 cycle or 10 year warranty	No	1			1			1			1		
3.	455W Solar panel. Complete galvanised mounting system for tile/IBR/corrugated and anti-theft bracket	No	8			8			8			8		
4.	All necessary cabling, connectors and breakers. 4mm solar cable (black & Red), 16mm battery cable (black & red), MC connectors, DC Disconnect, vs protection, PVC combiner, AC protection and changeover. Input and output circuit breaker protection, fuses + holder etc. whether specified or not.	No	1			1			1			1		
5.	Provide COC for new installation.	No	1			1			1			1		
6.	Supply and fit new 8-way mini din rail distribution board to separate essential circuits. Use existing breakers in main DB where possible. Dedicated plus, printer, server and one plug in kitchen to operate from new DB.	No	1			1			1			1		
	Subtotal													
	Vat(15%)													
	Total Cost per Office													
	Total Cost for all Offices													

Supply and installation of inverters for Area 4: Groblershoop, Keimoes and Kenhardt Local Office

No	ACTIVITY	UNIT	GROBLERSHOOP			KEIMOES			KENHARDT		
			QTY	RATE	AMOUNT	QTY	RATE	AMOUNT	QTY	RATE	AMOUNT
1.	8KVA HYBRID INVERTER (5 year warranty) with automatic transfer switch. Inverter to have built in protection features with built in anti-overflow function with a life span of 25 years. Inverter to be dust tight and highly water resistant. Inverter to have multi core design, high reliability and response speed, works parallel on or off grid, single and 3 phase operation with multiple operating modes.	No	1			1			1		
2.	48V Lithium Ion battery (200 ah) 10kw including cable pack bracket. 4000 cycle or 10 year warranty	No	1			1			1		
3.	455W Solar panel. Complete galvanised mounting system for tile/IBR/corrugated and anti theft bracket	No	8			8			8		
4.	All necessary cabling, connectors and breakers. 4mm solar cable (black & Red), 16mm battery cable (black & red), MC connectors, DC Disconnect, vs protection, PVC combiner, AC protection and changeover. Input and output circuit breaker protection, fuses + holder etc. whether specified or not.	No	1			1			1		
5.	Provide COC for new installation.	No	1			1			1		
6.	Supply and fit new 8-way mini din rail distribution board to separate essential circuits. Use existing breakers in main DB where possible. Dedicated plus, printer, server and one plug in kitchen to operate from new DB.	No	1			1			1		
	Subtotal										
	Vat(15%)										
	Total Cost per Office										
Total Cost for all Offices											

Name of bidder:

Designation:

Signature:

Date: