

**SASSA: 87-23-ICT-FS**

**INVITATION TO BID**

THE SOUTH AFRICAN SOCIAL SECURITY AGENCY HEREBY INVITES PROPOSALS FROM POTENTIAL SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY AND INSTALLATION OF ALTERNATIVE POWER (HYBRID INVERTER SYSTEM) FOR THE SOUTH AFRICAN SOCIAL SECURITY AGENCY IN FREE STATE REGION

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

: SASSA House Iustitia Building (Ground Floor),  
Cnr St Andrews and Aliwal Street,  
Bloemfontein  
9300

**Date of publication** : 20 November 2023  
**CLOSING DATE** : 11 December 2023  
**TIME** : 11:00

**TECHNICAL ENQUIRIES CAN BE DIRECTED TO:**

**CONTACT** : **Mr Jafta Moeng – 051 410 8349**  
Email: [JaftaM@sassa.gov.za](mailto:JaftaM@sassa.gov.za)

**SUPPLY CHAIN MANAGEMENT ENQUIRIES CAN BE DIRECTED TO:**

**CONTACT** : **Ms Gift Ziyeka – 051 410 8407**  
Email: [GiftZ@sassa.gov.za](mailto:GiftZ@sassa.gov.za)

**WHERE DOCUMENTS BID CAN BE OBTAINED:**

<https://etenders.treasury.gov.za>  
<https://etenders.treasury.gov.za/>  
<http://www.sassa.gov.za>

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Limpopo Region

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Tel: +27 15 291 7400 • Fax: +27 15 291 7996  
[www.sassa.gov.za](http://www.sassa.gov.za)

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN SOCIAL SECURITY AGENCY</b>					
BID NUMBER:	SASSA: 87-23-ICT-FS	CLOSING DATE:	11 DECEMBER 2023	CLOSING TIME:	11:00
DESCRIPTION	THE SOUTH AFRICAN SOCIAL SECURITY AGENCY HEREBY INVITES PROPOSALS FROM POTENTIAL SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY AND INSTALLATION OF ALTERNATIVE POWER (HYBRID INVERTER SYSTEM) FOR THE SOUTH AFRICAN SOCIAL SECURITY AGENCY IN FREE STATE REGION				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
SASSA HOUSE FREE STATE REGIONAL OFFICE, IUSTITIA BUILDING, GROUND FLOOR, CNR ST ANDREWS AND ALI WAL STREET, BLOEMFONTEIN					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MS GIFT ZIYEKA	CONTACT PERSON	MR JAFTA MOENG		
TELEPHONE NUMBER	051 410 8407	TELEPHONE NUMBER	051 410 8349		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	<a href="mailto:GiftZ@sassa.gov.za">GiftZ@sassa.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:JaftaM@sassa.gov.za">JaftaM@sassa.gov.za</a>		
<b>SUPPLIER INFORMATION</b>					
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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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 PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**PRICING SCHEDULE – 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: <b>SASSA: 87-23-ICT-FS</b>
Closing Time <b>11:00</b>	Closing date: <b>11 DECEMBER 2023</b>

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 interest<sup>1</sup> 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.

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<sup>1</sup> 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 consortium<sup>2</sup> 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

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**STANDARD BIDDING DOCUMENT (SBD) 4**

investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature Date

.....  
Position Name of bidder

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20	
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	18	
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	16	
B-BBEE Status Level 1 - 2 contributor	14	
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	12	
B-BBEE Status Level 3 - 4 contributor	8	
B-BBEE Status Level 5 - 8 contributor	4	
Others (Non-Compliant)	0	

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## 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](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>
<u>Electrical and Telecom Cable</u>	<u>90%</u>
<u>Steel Structure and components for construction</u>	<u>100%</u>
<b>Solar PV Components</b>	
<u>Laminated PV modules</u>	<u>15%</u>
<u>Module Frame</u>	<u>65%</u>
<u>DC Combiner boxes</u>	<u>65%</u>
<u>Mounting Structure</u>	<u>90%</u>
<u>Inverter</u>	<u>40%</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](http://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):

<b>Currency</b>	<b>Rates of exchange</b>
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. ....SASSA: 87-23-CS-FS.....**

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

.....**SASSA**.....

**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.isp](http://www.thedti.gov.za/industrial_development/ip.isp). 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: \_\_\_\_\_ Pula \_\_\_\_\_

Note: VAT to be excluded from all calculations

EU R 9.00      GBP R 12.00

**A. Exempted imported content**

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value =										R 0	

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer =										R 0	

(D32) Total imported value by tenderer R 0

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

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party =										R 0	

(D45) Total imported value by 3rd party R 0

**D. Other foreign currency payments**

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party =					R 0	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party R 0

Signature of tenderer from Annex B \_\_\_\_\_

Date: \_\_\_\_\_

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23



### CONTRACT FORM - RENDERING OF SERVICES

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

#### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

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

**CONTRACT FORM - RENDERING OF SERVICES**  
**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

**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](http://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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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.



**sassa**

SOUTH AFRICAN SOCIAL SECURITY AGENCY

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

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## **1 DEFINITIONS**

**BBBEE - Broad Based Black Economic Employment**

**CSD - Central Supplier Database**

**COIDA - Compensation of Injuries and Diseases Act**

**CV - Curriculum Vitae**

**EME - Exempted Micro Enterprise**

**SABS - South African Bureau of Standards**

**SANS - South African National Standards**

**SANAS - South African National Accreditation System**

**SASSA - South African Social Security Agency**

**SBD - Standard Bidding Documents**

**UIF - Unemployed Insurance Fund**

**OHS – Occupational Health and Safety Act**

**CIDB – Construction Industry Development Board**

**NQF – National Qualification Framework**

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## 2 INTRODUCTION

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 principal aim of the South African Social Security Agency Act is to make provision for the effective management, administration and payment of social assistance. For SASSA to achieve its mandate there must always be reliable Electrical Power Supply to Agency offices at all times.

## 3 OBJECTIVE

The objective of the project is the appointment of the competent and qualified Service Provider who has registered with electrical contracting board or the chief inspector from Department Of Employment And Labour as per electrical installation regulations 6, with CIDB Grading 4EB or higher for the installations of the Alternative Power in a form of Hybrid Inverters system to the Eight (08) Agency Offices within the Free State Region in order to ensure continuation of the Services during power failure caused by load shedding or technical faults or cable theft and during routine maintenance.

## 4 BACKGROUND

SASSA was established in terms of the South African Social Security Agency Act, 2004 (Act no. 9 of 2004) to administer Social Security Grants in terms of the Social Assistance Act, 2004 (Act no. 13 of 2004). The Agency is mandated to ensure effective and efficient delivery of service of a high quality with regard to the management and administration of social grants such that the entire payment process and system from application to receipt of social grants by a beneficiary, is done in a manner that is sensitive, caring and restores the dignity of the beneficiaries as well as the integrity of the whole system.

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

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

The appointed competent service provider will be expected to supply, deliver, install, commission and maintain 8KW and 16KW Hybrid inverters system complete with solar panels, 9litre flame block lithium battery fire extinguisher and construction of the steel structure to support solar panels to serve the following offices:

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- Welkom Local Office.
- QwaQwa Local Office. (existing car ports structure to be removed)
- Bethlehem Local Office.
- Bothaville Local Office. (Excluding construction of steel structure)
- Zastron Local Office.
- Smithfield Local Office.
- Jagersfontein Local Office.
- Senekal Local Office.

## 5 BRIEFING SESSION

- 5.1 There will be no compulsory briefing session.
- 5.2 Bidders are encouraged to familiarize themselves with the location of SASSA offices within the Free State Region. A copy of the Agency offices, and addresses are attached as **Annexure A**.

## 6 SCOPE OF WORK

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

<b>TECHNICAL SPECIFICATION FOR 8 KW HYBRID INVERTER COMPLETE WITH SOLAR PANELS.</b>	
	Hybrid inverter / charger to function in grid tie mode as well as off grid mode with CT clamp to prevent power export to grid.
	Battery Voltage Range (V) = 40-60V
	Max. Charging Current (A) = 190 A
	Max. Discharging Current (A) = 190 A
	Charging Curve 3 Stages/Equalization
	Charging Strategy for Lithium Battery Self-adaption to BMS
	Pure Sine wave
	Max. DC Input Power (W) = 10400W
	PV Input Voltage (V) = (100V ~ 500V)
	MPPT Range 125 - 425V or (V) =
	No. of MPPT Trackers = 2
	Rated AC Output and UPS Power (W) = 8000 watt
	Max. AC Output Power (W) = 8800watt

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<b>Inverter</b>	AC Output Rated Current (A) 33.4A/35A
	Max.AC current (A) 36.7A/38.5A
	Grid Type = single phase/ three phase
	Output frequency and voltage 50/60 Hz 240V
	PV input lightning protection
	Automatically switch from on-grid to off-grid mode
	Anti-islanding protection
	Zero export control via CT
	Wi-Fi Module
	Web browser and mobile app monitoring supported.
	5 year product warranty
<b>Battery</b>	Ultra-reliable Lithium Iron Phosphate Technology. Designed for daily cycling applications. 5 Year warranty. Performance cycle life > 8000 cycles. Power output = 10kW (continuous).
	Lithium Battery 10 kWh
	Ultra-reliable Lithium Iron Phosphate Technology
	Power output = 10 kWh (continuous) or greater
	Can be discharged to 100% DoD.
	Minimum cycle life > 8000 cycles.
	Over-charge, over-discharge & short-circuit protection.
	5 year product warranty
Battery modules to be installed inside a cabinet. The cabinet should be made of steel with a glass door.	
<b>Solar Panels</b>	10 400 Watt Tier 1 Solar Panels array(s) installed on roof/steel structure to support the solar panel
	Roof Solar/Steel Structure Panel Mounting Structure
	5 year product warranty
<b>Installation</b>	This system will power most of the SASSA office, excluding geyser, air conditioners, oven and stoves in load shedding with seamless crossover between Grid and Solar system.
	System fully installed including all Sundries. AC/DC Switchgear, and Labour
<b>COC Certificate</b>	Provide SASSA with COC certificate for each site
<b>Maintenance</b>	Provide one year maintenance for alternative power supply system at each site.
<b>Flame block lithium battery fire extinguisher</b>	Supply, delivery and Installation of new 9litre flame block lithium battery fire extinguisher one per site.

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**TECHNICAL SPECIFICATION FOR 16 KW HYBRID INVERTER COMPLETE WITH SOLAR PANELS.**

<b>Inverter</b>	Hybrid inverter / charger to function in grid tie mode as well as off grid mode with CT clamp to prevent power export to grid.
	Battery Voltage Range (V) = 40-60V
	Max. Charging Current (A) = 275 A
	Max. Discharging Current (A) = 300 A
	Charging Curve 3 Stages/Equalization
	Charging Strategy for Lithium Battery Self-adaption to BMS
	Pure Sine wave
	Max. DC Input Power (W) = 18 000W
	PV Input Voltage (V) = (100V ~ 600V)
	MPPT Range 120 - 480V
	No. of MPPT Trackers = 3
	Rated AC Output and UPS Power (W) = 16 000 watt
	Max. AC Output Power (W) = 18 000watt
	AC Output Rated Current (A) 65A/70A
	Max.AC current (A) 70A
	Grid Type = single phase/ three phase
	Output frequency and voltage 50/60 Hz 240V
	PV input lightning protection
	Automatically switch from on-grid to off-grid mode
	Anti-islanding protection
	Zero export control via CT
Wi-Fi Module	
Web browser and mobile app monitoring supported.	
5 year product warranty	
<b>Battery</b>	Ultra-reliable Lithium Iron Phosphate Technology. Designed for daily cycling applications. 5 Year warranty. Performance cycle life > 8000 cycles. Power output = 16kW (continuous).
	Lithium Battery 18 kWh
	Ultra-reliable Lithium Iron Phosphate Technology
	Power output = 18 kWh (continuous) or greater
	Can be discharged to 100% DoD.
	Minimum cycle life > 8000 cycles.
	Over-charge, over-discharge & short-circuit protection.
	5 year product warranty
Battery modules to be installed inside a cabinet. The cabinet should be made of steel with a glass door.	

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<b>Solar Panels</b>	18 000 Watt Tier 1 Solar Panels array(s) installed on roof /steel structure to support the solar panel
	Roof Solar/Steel Structure Panel Mounting Structure
	5 year product warranty
<b>Installation</b>	This system will power most of the SASSA office, excluding geyser, air conditioners, oven and stoves in load shedding with seamless crossover between Grid and Solar system.
	System fully installed including all Sundries. AC/DC Switchgear, and Labour
<b>COC Certificate</b>	Provide SASSA with COC certificate for each site
<b>Maintenance</b>	Provide one year maintenance for alternative power supply system at each site.
<b>Flame block lithium battery fire extinguisher</b>	Supply, delivery and Installation of new 9litre flame block lithium battery fire extinguisher one per site.

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

<b>TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GROUND MOUNTED (6Mx6M) SOLAR PANEL STEEL STRUCTURE.(CARPORTS) (TEE, BOX BEAM DESIGN)</b>	
PILAR POST AND FOUNDATION	<ul style="list-style-type: none"> <li>3 x 203mm x 133mm - 25kg per meter hot-dipped galvanized I-Beam Pillar Posts</li> <li>All I-Beam Pillar Posts must be secured with a concrete mixture of 25 MPA in strength as per 32.5 category SABS approved cement, with a foundation measurement of 600mm (W) x 600mm (L) x 800mm depth. U bolt or L bolt must be cast in concrete as per registered structural engineering design and approval.</li> </ul>
ROOF SUPPORT	<ul style="list-style-type: none"> <li>3 x 203mm x 133mm - 25kg per meter hot-dipped galvanized I-Beam inside supporting beams</li> </ul>
INSIDE I-BEAM SUPPORT	<ul style="list-style-type: none"> <li>3 x 100mm x 100mm Galvanized Mild Steel Square tubing, Thickness: 6 mm to support the I-Beam Pillar Posts and I-Beam roof support posts</li> </ul>
INSIDE ROOF SUPPORT	<ul style="list-style-type: none"> <li>4 x 100mm x 50mm x 20mm x 2.0mm Lip channel for inside supporting beams</li> </ul>
CONNECTIONS	<ul style="list-style-type: none"> <li>Bolted connections</li> </ul>
GENERAL	<ul style="list-style-type: none"> <li>On completion the structure must be approved by a registered structural engineer.</li> </ul>

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DIRECTION OF STEEL STRUCTURE	<ul style="list-style-type: none"> <li>North (if possible)</li> </ul>
ANGLE	<ul style="list-style-type: none"> <li>The roof structure must have a minimum of 7° tilt angle</li> </ul>
HEIGHT	<ul style="list-style-type: none"> <li>2.4M from ground level</li> </ul>
GUARANTEE ON WORKMANSHIP	<ul style="list-style-type: none"> <li>1 Year</li> </ul>

**TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GROUND MOUNTED (6Mx12M) SOLAR PANEL STEEL STRUCTURE.(CARPORTS) (TEE, BOX BEAM DESIGN)**

PILAR POST AND FOUNDATION	<ul style="list-style-type: none"> <li>6 x 203mm x 133mm - 25kg per meter hot-dipped galvanized I-Beam Pillar Posts</li> <li>All I-Beam Pillar Posts must be secured with a concrete mixture of 25 MPA in strength as per 32.5 category SABS approved cement, with a foundation measurement of 600mm (W) x 600mm (L) x 800mm depth. U bolt or L bolt must be cast in concrete as per registered structural engineering design and approval.</li> </ul>
ROOF SUPPORT	<ul style="list-style-type: none"> <li>6 x 203mm x 133mm - 25kg per meter hot-dipped galvanized I-Beam inside supporting beams</li> </ul>
INSIDE I-BEAM SUPPORT	<ul style="list-style-type: none"> <li>6 x 100mm x 100mm Galvanized Mild Steel Square tubing, Thickness: 6 mm to support the I-Beam Pillar Posts and I-Beam roof support posts</li> </ul>
INSIDE ROOF SUPPORT	<ul style="list-style-type: none"> <li>8 x 100mm x 50mm x 20mm x 2.0mm Lip channel for inside supporting beams</li> </ul>
CONNECTIONS	<ul style="list-style-type: none"> <li>Bolted connections</li> </ul>
GENERAL	<ul style="list-style-type: none"> <li>On completion the structure must be approved by a registered structural engineer.</li> </ul>
DIRECTION OF STEEL STRUCTURE	<ul style="list-style-type: none"> <li>North (if possible)</li> </ul>
ANGLE	<ul style="list-style-type: none"> <li>The roof structure must have a minimum of 7° tilt angle</li> </ul>
HEIGHT	<ul style="list-style-type: none"> <li>2.4M from ground level</li> </ul>
GUARANTEE ON WORKMANSHIP	<ul style="list-style-type: none"> <li>1 Year</li> </ul>

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SIZE OF GROUND MOUNTED STEEL STRUCTURE PER OFFICE			
No	Name of office	Size of Ground Mounted Steel Structure	Remarks
1	Welkom Local Office	6M X12M	New structure
2	QwaQwa Local Office	6M X12M	New structure
3	Bethlehem Local Office	6M X12M	New structure
4	Zastron Local Office	6M X6M	New structure
5	Smithfield Local Office	6M X6M	New structure
6	Jagersfontein Local Office	6M X6M	New structure
7	Senekal Local Office	6M X6M	New structure

### TYPICAL EXAMPLE FOR REQUIRED STRUCTURE



203mm x 133mm - 25kg /m hot-dipped galvanized I-Beam - **Pillar Posts**

203mm x 133mm - 25kg /m hot-dipped galvanized I-Beam - **inside roof supporting beams**

100mm x 100mm Galvanized Mild Steel Square Pipe, Thickness: 6 - **I-Beam Pillar Posts and I-Beam roof supporting beams**

100mm x 50mm x 20mm x 2.0mm Lip channel for inside supporting beams

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## 7 RESPONSIBILITIES

7.1. The Service Provider shall:

7.1.1. Provide qualifications and experience of team leader and team members:

- The team leader must have degree in a field of electrical or electronics and certification in energy management would be advantageous. Must have at least three years' experience in the installation, testing and commissioning of electrical installations.
- Team members must be qualified electrician with a trade test certificate/ single phase tester certificate, possession of a wireman's license. At least two years installation, testing and commissioning of electrical installations.
- CV and certified qualifications of team leader and team members must be attached to the technical proposal as proof.

7.1.2. Provide proof of registration for UIF with reference number.

7.1.3. Thoroughly test the system and hand over to SASSA the Electrical Certificate of Compliance (COC).

7.1.4. Provide certificate issue by the Manufacturer including the verification signature by approved inspection Authority that the new 9litre flame block lithium battery fire extinguisher comply to relevant Health and Safety Standard.

7.1.5. Conduct business in a courteous and professional manner.

7.1.6. Ensure that all staff working under this contract are in good health and pose no risk to any SASSA employees, beneficiaries and stakeholders.

7.1.7. Comply with requirement of Occupational Health and Safety Act, Security access control, relevant legislations, regulations and standards.

7.1.8. Must not use any poisonous or highly inflammable substances without the written consent of SASSA.

7.1.9. Ensure that all work performed and all equipment used on site are in compliance with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993) as amended and any regulations promulgated in terms of this Act and the standard instructions of SASSA;

7.1.10. Provide SASSA with updated safety file as per scope of work and sign Occupational Health and Safety Act Section 37 (2) agreement.

7.1.11. Provide all staff working under this contract with protective clothing and name tags.

7.1.12. The service provider shall be responsible for clearing the site after the project has

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been completed.

- 7.1.13. Safe guard all the material and equipment during the process of installations.
- 7.1.14. Provide the necessary training to seven identified Agency staff on how to operate the system.
- 7.1.15. On completion provide the Agency with safety and operation manuals of the system, maintenance plan and wiring diagrams were possible.
- 7.1.16. To ensure that they have registered as electrical contractor in terms of electrical installation regulations.
- 7.1.17. The Service Provider to ensure that all the material and equipment used are SABS approved and carry SABS approval Stamp or provide SABS approval certificate.
- 7.1.18. The service provider must ensure that on completion the structure must be approved by a registered structural engineer as safe to support the solar panels and issue Certificate of Compliance.
- 7.1.19. Any damages done to the property due to negligence of service provider shall be repaired by the service provider at his/her own cost.

## 7.2. SASSA shall:

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

## 8 EVALUATION OF THE TENDER

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

- 8.1.1 **Phase One** – Local content
- 8.1.2 **Phase Two** – Qualifying criteria

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8.1.3 **Phase Three – Administrative Compliance**

8.1.4 **Phase Four - Functionality**

8.1.5 **Phase Five- Price and BBBEE Preference Points**

**PHASE ONE – LOCAL CONTENT**

Electrical and telecom cables	90%
Steel Structure to support the solar panels	100%
<b>Solar PV components:</b>	
Laminated PV modules	15%
Module Frame	65%
DC Combiner boxes	65%
Mounting Structure	90%
Invertor	40%

**PHASE TWO: QUALIFYING CRITERIA**

- Bidders are required to complete Annexure C to confirm compliance with the specification.
- CIDB grading of 5EP or higher.
- Bidders must fully complete pricing schedule (Annexure B) and bid for all sites contained in Annexure A.
- Bid will be disqualified if some of the sites have not been quoted for.
- Provide certified proof of registration with electrical contracting board or the chief inspector from Department Of Employment And Labour as per electrical installation regulations 6.
- Certification of the document must not be older than six months.
- Provide qualifications and experience of team leader and team members:
  - The team leader must have degree in a field of electrical or electronics and certification in energy management would be advantageous. Must have at least three years' experience in the installation, testing and commissioning of electrical installations.
  - Team members must be qualified electrician with a trade test certificate/ single phase tester certificate, possession of a wireman's license. At least two years installation, testing and commissioning of electrical installations.
  - CV and certified qualifications of team leader and team members must be attached to the technical proposal as proof.

**NB: Failure to comply with this qualifying criteria will invalidate the bid.**

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### PHASE THREE: ADMINISTRATIVE COMPLIANCE

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

#### Phase Three - Administrative Compliance

1. Valid Central Supplier Database (CSD) Report (Tax compliant).
2. Consortia and/or Joint ventures must have signed agreement.
3. Certified ID Copies of all Company Directors.
4. Valid Letter of Good Standing / letter for tender purpose from the Department of Employment Labour for COIDA specific to electrical installations.
5. All copies must be certified and not older than six months. **Certificates like COIDA and CIDB as an example that is downloaded (obtained electronically) from websites should also be certified.**
6. Valid BBBEE certificate / certified sworn affidavit.
7. Letter of authority to sign tender documents.
8. Valid Public Liability Insurance confirmation to the value of R1 000 000
9. Fully Completed and signed (SBD 1, SBD 3.1, SBD 4, SBD 6.1, SBD 6.2, Annexure C,D & E and SBD 7.1)
10. Fully Completed and signed (SBD 1, SBD 3.1, SBD 4, SBD 6.1, SBD 7.1)
11. Certification of the documents must not be older than six months.

**NB: Bidders who fail to comply with the above requirements may be disqualified.**

### PHASE FOUR: FUNCTIONALITY ASSESSMENT

Bidder(s) will be evaluated on a scale of 0-5 in accordance with the criteria below.

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The rating will be as follows; 0- not submitted; 1= Poor; 2= Average; 3=Good; 4= very Good and 5= Excellent

Phase Four – Functionality Criteria	WEIGHTING 100
<p>1.Experience in the industry <b>NB: To be strictly assessed ONLY on the basis of the listed experience in Installations of the inverters/hybrid Inverters as per ANNEXURE D:</b></p> <p>1.1 Number of years of experience shall be allocated values as follows:</p> <ul style="list-style-type: none"> <li>(i) 0 to 2 year – 1</li> <li>(ii) 3 to 4 years – 2</li> <li>(iii) 5 to 6 years – 3</li> <li>(iv) 7 to 8 years – 4</li> <li>(v) 9 years &amp; above – 5</li> </ul> <p>Supporting document must be a certified reference letters on company letterhead with contactable details, including contract period from companies or government departments where installation of hybrid invertors system was done. The date of the signature in all documents must not be older than three months.</p> <p><b>NB. Certification of the letters must not be older than six months.</b></p>	25
<p>2. Capacity</p> <p>This criteria assesses the bidders' capability to render services at multiple sites.</p> <p>2.1 Number of completed projects in the past 5 years:</p> <ul style="list-style-type: none"> <li>(i) Non submission = 0</li> <li>(ii) R1- R200 000 = 1</li> <li>(iii) R 200 001 – R 400 000 = 2</li> <li>(iv) R 400 001 – R 600 000 = 3</li> <li>(v) R 600 001 – R 800 000 = 4</li> <li>(vi) R 800 001 – Above = 5</li> </ul> <p>Supporting document must be a certified reference letters on company letterhead with contactable details, including contract period from companies or government departments where installation of hybrid invertors system was done. The date of the signature in all documents must not be older than three months.</p>	25

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Phase Four – Functionality Criteria	WEIGHTING 100
<b>NB. Certification of the letters must not be older than six months.</b>	
3. Project Implementation Plan –The Project Implementation Plan must include, but not limited to the following: <ul style="list-style-type: none"> <li>• Activities during Pre-Project Implementation Phase= <b>5 points</b></li> <li>• Activities during Project Implementation Phase = <b>5 points</b></li> <li>• Activities during Project Close-Out Phase= <b>5 points</b></li> <li>• Ability to finalize installation by 08 March 2024 , availability of equipment and material (Lead time) = <b>5 points</b></li> </ul>	20
4.Warranty and After Care services <ul style="list-style-type: none"> <li>• Explain the warranty on the products including the material used and the workmanship on the installation =<b>10 Points</b></li> <li>• Provision of maintenance plan for a period of twelve (12) months on the installation = <b>10 Points</b></li> </ul>	20
5. Presentation of the Project and Price (face to face or virtual)	10

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

**PHASE FIVE: PRICE AND PREFERENCE**

**The bid will be evaluated using 80/20 preference point system**

Phase four - Price and Preference	100
Price	80
BBBEE Status level of contribution	20

**Points awarded for B-BBEE Status Level of Contribution**

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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:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	20	
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	18	
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	16	
B-BBEE Status Level 1 - 2 contributor	14	
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	12	
B-BBEE Status Level 3 - 4 contributor	8	
B-BBEE Status Level 5 - 8 contributor	4	
Others (Non-Compliant)	0	

- Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid. Failure to submit will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- Proof of Medical Report from a registered Medical Practitioner confirming disability status when claiming points based on disability.

## 9 BID CONDITIONS

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- 9.1 The contract shall be concluded between SASSA and the successful service provider(s).
- 9.2 SASSA reserves the right not to award the bid.
- 9.3 SASSA reserves the right to award the bid fully or partially.
- 9.4 SASSA reserves the right to award the bid to one or more service provider(s).
- 9.5 SASSA reserves the right to negotiate the price with the successful bidder(s).
- 9.6 SASSA will enter into contract with the successful bidder(s).
- 9.7 Bidders must comply with safety regulations at all times during operations
- 9.8 SASSA will not be able to extend delivery date beyond 17 March 2024.
- 9.9 Provide SASSA with updated safety file as per scope of work and sign Occupational Health and Safety Act Section 37 (2) agreement.

## **10 CONTRACT ADMINISTRATION**

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

## **11 PROGRESS MEETINGS**

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

- Project Site meetings
- Project Technical meetings

## **12 PRICE**

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

## **13 PROJECT PERIOD**

The project will commence after signing the contract. The service provider will be expected to complete the services not later than 17 March 2024.

## **14. BID SUBMISSION AND ENQUIRIES**

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All requirements regarding the bid may be directed to the following:

**For Technical Enquiries**

Name: Mr. N.J. Moeng (**Project Manager**)

Tel: 051 410 8349

Email: [JaftaM@sassa.gov.za](mailto:JaftaM@sassa.gov.za)

**For Bid Administration Enquiries**

Name: Ms. Gift Ziyeka

Tel: 051 410 8407

Email: [GiftZ@sassa.gov.za](mailto:GiftZ@sassa.gov.za)

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

SASSA Free State Regional Office  
Corner Aliwal and St Andrews Street  
Private Bag X 20553  
Bloemfontein  
9300

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# ANNEXURE A

## List of Offices.

DISTRICT	NAME OF THE OFFICE	PHYSICAL ADDRESS
Lejweleputswa	Welkom Local Office	Cnr Koppie Alleen & Jan Hofmeyer Welkom
Thabo Mofutsanyane	QwaQwa Local Office	Old Post Office (Provincial Public Works Complex) Phuthaditjhaba
Thabo Mofutsanyane	Bethlehem Local Office	Cnr malan & Richter Street Bethlehem
Lejweleputswa	Bothaville Local Office	8778 Mokhakhe Street Kgotsong township Bothaville
Xhariep	Zastron Local Office	330 Old Health Clinic
Xhariep	Smithfield Local Office	24 Church Street Smithfield
Xhariep	Jagersfontein Local Office	2330 Itumeleng township Jagersfontein
Thabo Mofutsanyane	Senekal Local Office	2906 John Stone Street Matwabeng Senekal

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# ANNEXURE B

## PRICING SCHEDULE

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

Free State Region							
No	Name of office	Size of Hybrid Inverter System (8KW)	Size of Hybrid Inverter System (16KW)	Steel Structure ( 6MX6M)	Steel Structure ( 6MX12M)	9 Litre Lithium Block Fire extinguishers	Total
1	Welkom Local Office	N/A	R	N/A	R	R	R
2	QwaQwa Local Office	N/A	R	N/A	R	R	R
3	Bethlehem Local Office	N/A	R	N/A	R	R	R
4	Bothaville Local Office	R	N/A	N/A	N/A	R	R
5	Zastron Local Office	R	N/A	R	N/A	R	R
6	Smithfield Local Office	R	N/A	R	N/A	R	R
7	Jagersfontein Local Office	R	N/A	R	N/A	R	R
8	Senekal Local Office	R	N/A	R	N/A	R	R
<b>SUB TOTAL</b>							R
<b>VAT @ 15%</b>							R
<b>TENDER AMOUNT ( Vat inclusive)</b>							R

Bidder Signature: .....

Full Names Name: .....

Company Name: .....

Date: .....

**NB. Price for the removal of the existing carport structure for four vehicles in QwaQwa to be included when pricing for construction of new structure.**

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# ANNEXURE C

## ANNEXURE C - COMPLIANCE / NON-COMPLIANCE EQUIPMENT SCHEDULE

- Bidders are required to complete the Annexure C to confirm compliance with the specification
- Bidder's proposals that do not meet the specifications will be eliminated

8kw Solar system fully installed. The system consists of:		Compliance	
		Yes	No
<b>Inverter</b>	Hybrid inverter to function in grid tie mode as well as off grid mode with CT clamp to prevent power export to grid.		
	Battery Voltage Range (V) = 40-60V		
	Max. Charging Current (A) = 190 A		
	Max. Discharging Current (A) = 190 A		
	Charging Curve 3 Stages/Equalization		
	Charging Strategy for Lithium Battery Self-adaption to BMS		
	Pure Sine wave		
	Max. DC Input Power (W) = 10 400W		
	PV Input Voltage (V) = (100V ~ 500V)		
	MPPT Range (V) = 125 - 425V		
	No. of MPPT Trackers = 2		
	Rated AC Output and UPS Power (W) = 8000 watt		
	Grid Type = single phase		
	PV lighting protection		
	Automatically switch from on-grid to off-grid mode		
	Anti-islanding protection		
	Zero export control via CT		
Wi-Fi Module			
Web browser and mobile app monitoring supported.			
5 year product warranty			
<b>Battery</b>	Ultra-reliable Lithium Iron Phosphate Technology. Designed for daily cycling applications. 7 Year warranty. Performance cycle life > 8000 cycles. Power output = 10kWh (continuous).		
	Lithium Battery 10 kWh		
	Ultra-reliable Lithium Iron Phosphate Technology		
	Power output = 10 kWh (continuous)		
	Can be discharged to 100% DoD.		
Minimum cycle life > 8000 cycles.			
Over-charge, over-discharge & short-circuit protection.			

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

Please include detailed quotation as per above:

Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

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16kw Solar system fully installed. The system consists of:		Compliance	
		Yes	No
<b>Inverter</b>	Hybrid inverter to function in grid tie mode as well as off grid mode with CT clamp to prevent power export to grid.		
	Battery Voltage Range (V) = 40-60V		
	Max. Charging Current (A) = 275 A		
	Max. Discharging Current (A) = 300 A		
	Charging Curve 3 Stages/Equalization		
	Charging Strategy for Lithium Battery Self-adaption to BMS		
	Pure Sine wave		
	Max. DC Input Power (W) = 18 000W		
	PV Input Voltage (V) = (100V ~ 600V)		
	MPPT Range (V) = 120 - 480V		
	No. of MPPT Trackers = 3		
	Rated AC Output and UPS Power (W) = 16000 watt		
	Grid Type = single phase		
	PV lighting protection		
	Automatically switch from on-grid to off-grid mode		
	Anti-islanding protection		
	Zero export control via CT		
	Wi-Fi Module		
	Web browser and mobile app monitoring supported.		
<b>Battery</b>	5 year product warranty		
<b>Battery</b>	Ultra-reliable Lithium Iron Phosphate Technology. Designed for daily cycling applications. 7 Year warranty. Performance cycle life > 8000 cycles. Power output = 16kW (continuous).		
	Lithium Battery 18 kWh		
	Ultra-reliable Lithium Iron Phosphate Technology		
	Power output = 18 kWh (continuous)		
	Can be discharged to 100% DoD.		
	Minimum cycle life > 8000 cycles.		
	Over-charge, over-discharge & short-circuit protection.		
	5 year product warranty		
Battery modules to be installed inside a cabinet.			
	18 000 Watt Tier 1 Solar Panels array(s) installed on roof		

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<b>Solar Panels</b>	Roof Solar Panel Mounting Structure		
	5 year product warranty		
<b>Installation</b>	This system will power most of the SASSA office, excluding geyser, air conditioner, stove and oven in load shedding with seamless crossover between Grid and Solar system.		
	System fully installed including all Sundries. AC/DC Switchgear, and Labour		
<b>COC Certificate</b>	Provide SASSA with COC certificate for each site		
<b>Maintenance</b>	Provide one year maintenance for alternative power supply system at each site.		
<b>Flame block lithium battery fire extinguisher</b>	Supply, delivery and Installation of new 9litre flame block lithium battery fire extinguisher one per site.		

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# ANNEXURE D

Name of client / organization where contract is being executed/was executed for installations of the Hybrid Inverter system	Contract period (indicate start and end dates) e.g. 1 April 2011 to 31 March 2012	Is the contract Current or Past? (please indicate accordingly)	Reason for the termination of the contract.	Contact persons and telephone numbers of your client

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