

**TENDER NO: RFP16/06/2023**

**A Panel of Service Providers to Conduct an Assessment of Metering Requirements for the Existing Electrical Networks to Supply, Install, and Commission Electricity Smart Meters at Gauteng Provincial Government (GPG) Facilities and Others Integrating Online Platform for a Period of 36 Months**

**ISSUED BY:**

Department of Infrastructure Development  
Chief Directorate Maintenance  
Private Bag X 83  
Marshalltown  
2107

June 2023

**NAME OF TENDERING ENTITY:**

## INVITATION TO TENDER

<b>Short description of requirements:</b>	<b>A Panel of Service Providers to Conduct an Assessment of Metering Requirements for the Existing Electrical Networks to Supply, Install, and Commission Electricity Smart Meters at Gauteng Provincial Government (GPG) Facilities and Others Integrating Online Platform for a Period of 36 Months</b>
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<b>Tender number:</b>	RFP16/06/2023
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<b>Tender documents available from:</b>	Tender documents can be downloaded from: E-Tender portal on the below link: <a href="http://e-tenders.treasury.gov.za">http://e-tenders.treasury.gov.za</a> <a href="http://e-tenders.gauteng.gov.za">http://e-tenders.gauteng.gov.za</a>
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<b>Price of tender documents:</b>	Bid documents must be downloaded and printed on the e-Tender portal at bidders' cost
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<b>Closing date:</b>	<b>28 July 2023</b>
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<b>Tender Validity</b>	<b>Calendar 180 days</b>
<b>Address for submission of tenders:</b>	Department of Infrastructure Development (GDID Tender Box) Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown Johannesburg

<b>Evaluation Steps:</b>	1) Mandatory Compliance Requirements
	2) Other Admin Compliance Requirements Applicable to this Procurement
	3) Functionality Evaluation Criteria
	4) Specific Goals

<b>Compulsory pre-bid meeting</b>	<b>MEETING ADDRESS:</b>  Lower ground Auditorium Department of Infrastructure Development Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown, Johannesburg
	<b>DATE OF MEETING: 19 July 2023</b>  <b>TIME: 10h00 am</b>

<b>Mandatory Compliance Requirements</b>	Failure to submit/meet or comply with the following requirements outlined in <b>Section 1</b> automatically constitutes disqualification of the tender offer.
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<b>Other Administrative Requirements</b>	The returnable documents applicable to <b>Section 2</b> of the Terms of Reference must be fully completed and submitted.
<b>Functionality Evaluation</b>	Functionality evaluation will be conducted in accordance with <b>Section 9</b> of the Terms of Reference.

<b>Enquiries Technical:</b>	<b>Project Manager: Mluleki Hlatshwayo</b> <b>Email Address:</b> <a href="mailto:mluleki.hlatshwayo@gauteng.gov.za">mluleki.hlatshwayo@gauteng.gov.za</a>
<b>Enquiries general:</b>	<b>SCM: Millicent Chauke</b> <b>Email Address:</b> <a href="mailto:millicent.chauke@gauteng.gov.za">millicent.chauke@gauteng.gov.za</a>
<b>Last date for accepting queries is:</b>	<b>3 days before the closing date</b>

<b>Note to tenderers:</b> All successful service providers will be subject to signing Service Level Agreement (SLA) and standard Rates as prescribed by the department and the Preferential Procurement Policy Framework Act no 5 of 2000 and its Regulations of 2022.	
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**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GAUTENG DEPARTMENT OF INFRASTRUCTURE)**

BID NUMBER:	RFP16/05/2023	CLOSING DATE:	28 July 2023	CLOSING TIME:	11:00 AM
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DESCRIPTION	<b>A Panel of Service Providers to Conduct an Assessment of Metering Requirements for the Existing Electrical Networks to Supply, Install, and Commission Electricity Smart Meters at Gauteng Provincial Government (GPG) Facilities and Others Integrating Online Platform for a period of 36 Months</b>
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN  
THE BID BOX SITUATED AT (STREET ADDRESS)

<b>Corner House Building</b>
<b>63 Commissioner Street</b>
<b>Johannesburg</b>
<b>2001</b>

**SUPPLIER INFORMATION**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		<b>OR</b>	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes  <input type="checkbox"/> No

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO THE BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. ORIGINAL B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO THE BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC), AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  
☐ YES ☐ NO
  - 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?
  - 3.3. ☐ YES ☐ NO
  - 3.4. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
☐ YES ☐ NO
  - 3.5. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  
☐ YES ☐ NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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.

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.

Full Name	Identity Number	Name of State institution

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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.

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;
- 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.
- 3.4 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.
- 3.5 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.
- 3.6 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 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

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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.



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

## COMPLIANCE WITH THIS TENDER

The evaluation of the bids will be conducted in line with the Preferential Procurement Regulations of 2022 as issued in terms of section 5 of the Preferential Procurement Policy Framework Act number 5 of 2000 (PPPFA) as follows:

- **Mandatory Compliance**
- **Administration Compliance; and**
- **Desktop Evaluation (Functional Evaluation)**

During this stage, the bidder/s that do not meet the Mandatory Compliance, and the minimum threshold for functionality shall be disqualified and will not be considered to be included on the panels.

### 1. MANDATORY REQUIREMENTS

Bidders must ensure that the following mandatory returnable documents are fully completed, signed, and submitted.

<b>Failure to submit/meet or comply with the following requirements constitutes automatic disqualification of tender.</b>
Only Tenderers having a Valid CIDB Grade from 3EB/EP or Higher will be considered for Evaluation. (CRS Numbers must be provided) or Confirmation Letter from CIDB confirming that the bidder's application for the required CIDB grade is being considered [However, should the bidder's application not be approved at the time of evaluation the bidder will be disqualified.]
<b>Compulsory Briefing session</b> Failure to attend a compulsory briefing session will constitute automatic disqualification.
Bidders are to provide an undertaking letter that stipulates for Guarantees and warranties certificates for all instrumentation, apparatus, and components shall be provided for 36 months on the company letterhead head and signed by the authorized signatory.
Submission of Copy of the Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993) (COIDA) or a valid letter of good standing.
Joint venture agreement (signed by all parties) in case of Joint Venture or Consortiums also percentage split of the parties involved.
Submission of duly completed and signed invitation to tender (SBD 1)
Submission of duly completed and signed bidders' disclosure (SBD 4)

### 2. OTHER ADMINISTRATIVE COMPLIANCE REQUIREMENTS

The following returnable documents are required for this procurement and must be fully completed and submitted.

**Note: Failure to submit/comply does not constitute disqualification will be required before contract award.**

Submission of proof of registration with CSD (CSD registration report or MAAA number)
Submission of a Tax Compliance Status PIN that will grant third-party access to the bidder's Tax Compliance Status
Certified copy of the identity documents of all owners/shareholders/members/directors/Trustees.

Certification as a true copy of the original must not be older than 6 months prior to bid closing.
Company Registration Certificate

**NB: All parties to a joint venture or consortium should submit all of the above documents.**

**3. Tender Validity Period.**

Tender validity period is 180 calendar days.

**TENDER NO: RFP16/06/2023**

**SPECIFICATION**

**A Panel of Service Providers to Conduct an Assessment of Metering Requirements for the Existing Electrical Networks to Supply, Install, and Commission Electricity Smart Meters at Gauteng Provincial Government (GPG) Facilities and Others Integrating Online Platform for a Period of 36 Months**

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**A**

## 1. INTRODUCTION

The Department of Infrastructure Development (DID) is calling for tenders from experienced and suitably qualified services providers to supply, install, commission and manage smart meters for a period of 36 months across various facilities in the province. Department of Infrastructure Development (DID) is seeking a metering solution with the aim of upgrading its metering infrastructure to progress with current trends. The smart meters are to be installed and equipped with an online platform used to retrieve data for electricity billing analysis. These meters should have communication modules integrated. Existing meters that are not in good condition will be removed and replaced with new smart meters. There is a need for an assessment before new installations.

The Department has a requirement to appoint a panel of experienced service providers to supply and install smart electricity meters configured on an online platform and then use the data from the meters in verifying the utilities on accounts and drive energy efficiency initiatives. These meters must be tested and that their accuracy must be within acceptable limits.

The smart meter installations are intended to cover hospitals, schools, libraries, laundries and other Gauteng Provincial Government (GPG) facilities across the Gauteng Province, which Department of Infrastructure Development (DID) is a custodian of. Prior assessment will be required to ascertain that current transformers are installed and if not, these must be supplied. The meters must be installed at the main incomers and then a sub-meter on the largest circuit to a building. Facilities that can obtain outage will have new current transformers. Facilities such as schools can accommodate shutting down of the main substations for a short period to install current transformers. Split core current transformers will be installed where operations do not allow for an outage to carry out the electrical work.

There are facilities that still have analog meters and the assumption in this instance is that there are already installed current transformers and voltage transformers. The analog meters will need to be replaced with new smart meters.

The purpose of these terms of reference is to request the services of service providers to do detailed assessment on the electrical network, identify points to install current transformers to measure only bulk supply where bulk metering is required, supply, install, replace, maintain electricity smart meters at GPG facilities that are to be set up on an online platform for a period of 36 months. The total number of meters required per site to be confirmed after the assessment done by the service providers.

## 2. PROJECT OBJECTIVES

The project aims to achieve the following:

- Detailed assessment of the existing electrical reticulation and identify bulk metering points and sub-metering points.
- Replace all dysfunctional and faulty smart meters
- Supply new smart meters at all identified facilities
- Achieve accuracy of data from these installed smart meters that will be within acceptable limits
- Provide the smart meters with calibration certificates
- Obtain monthly reports showing demand, energy, reactive, fixed costs, power factor, etc (for a period of 36 months from the date of installation)
- Maintain the system for 36 months from date of installation (meters, platform, communication modules, etc)
- Receive easy to understand and use tool to compare tariffs to motivate for changing of tariffs
- Transfer skill and knowledge to Department personnel
- Use data to query billing errors and/or incorrect billing from the utilities for both electricity.
- The service provider to request power outage if required for the installation of current transformer or voltage transformers.
- It is the responsibility of the service provider to get current transformer ratios on the existing equipment.
- Current transformers measuring both normal and emergency supply to be relocated to measure only council supply.

## 3. PROJECT SCOPE

The appointed Service Providers will be required to perform the following:

### **Technical assessment to identify the need**

- The service provider will be required to establish the requirement of the smart meters before deciding on the need for replacement or new meters.
- The requirement of the smart meter to be assessed at the specified Gauteng Provincial Government (GPG) facilities.
- The names of the facilities will be provided to the successful service providers.

### **Supply and installation of accessories**

- Ensure that where there is a requirement for current transformers at a facility these are supplied.
- Split core current transformers to be considered where challenges of shutting down are present.
- Solid core current transformer should be the first option unless it is not possible to install the solid cores on the network.
- All modems must be calibrated.
- Auxiliary components such as current transformers must be compatible with the smart meters.
- The supplied CTs must meet the International Electrotechnical Commission (IEC) requirements for metering.
- All necessary enclosures must be supplied by the service provider.

### **Supply, install/ replace, commissioning of smart meters**

- The new meters to be installed must be on either medium voltage side, facilities or low voltage 400V distribution boards in compliance with technical specifications.
- Direct meters to be installed where breaker current is less than 80 Amps.
- For over 80 Amps, current transformers should be introduced for metering.
- Analog meters on the medium voltage (11kV incomers and/or feeders) must be replaced with new smart meters.
- Meters that are showing errors and/or warnings, must be replaced with working smart meters.
- The smart meter life expectancy of 15 years is required.
- All meters supplied must be locally manufactured.

### **Supply or integrate with the online management platform**

- The Head-End System (HES) must be an open, standards-based platform which integrates with multiple 3rd-party meters and data concentrators from leading smart meter manufactures.
- The system must support a series of standards, showing on all aspects of the product, such as system security, communication technology and system integration
- The platform must be capable of hosting more than 50 000 meters (electricity, water, gas, etc).
- The system must provide for custom-made extensions and support any non-standard meter by transforming proprietary specific technology and data into the standard
- All communication modem and modules required for functionality to be included.
- Locking of data communication and transfer to proprietary protocols will not be permitted.
- The online system to be configurable to compare facilities (whether using the number of employee/kWh, employee/kVA, kWh/m<sup>2</sup>/a, bed/kWh, bed/kVA etc).
- The system must list all the Smart Metering devices which it has integrated with.



- The system must be flexible for Department of Infrastructure Development (DID) to add own meters without the need for support by the appointed service providers.
- If the online platform is already existing, integration with the system in place will be required instead of supplying a new platform.
- After 36 months the system must be accessible to Department of Infrastructure Development (DID) at no additional cost. Data collected during the duration of the project belongs to Department of Infrastructure Development (DID) and where applicable all password and configuration shall be handed over to Department of Infrastructure Development (DID).

#### 4. TECHNICAL REQUIREMENTS

The supplied smart meters must be compliant with the NRS 049:2016, IEC62056-21 and other related standards; aligned to utility and other municipality requirements. Meters shall be capable of bi-directional energy metering and be able to measure and record active energy (import and export) and reactive energy. Meters must have a communication module that is programming and interchangeable to add sim cards for connection capabilities. The specification and features must form part of the submission. The specific technical requirements are, but not limited to the following:

- High accuracy and stability
- Efficient certification mode
- 4-Quadrant measurement (+P,-P,+Q,-Q,Q1..Q4)
- 8 energy and 4 demand tariffs, independently controllable
- Measurement of active, reactive, and apparent demand
- Integrated tariff clock
- Real Time Clock back-up
- Optical interface acc. to IEC62056-21
- Readout of meter data without mains power
- Optical display stepping
- Use of OBIS identifier system (IEC62056-61)
- Anti-Tampering features, like
  - terminal and main cover removal detection
  - rotation field detection
  - magnetic field detection
  - absolute value measurement
- AMI prepared; comms modules built-in under the terminal cover of the meter (option)
- Load profile for billing data
  - up to 8 channels

- different modes of storage
- Log file for registration of all events with time and date stamps
- Electrical interfaces: RS485 / CL0 / RS232
- Meter protocols
  - IEC62056-21
  - DLMS/COSEM (option)
- Measuring of instantaneous values (U, I, f, ...)
- User friendly reading, setting, and programming tool
- Meter has load limiting functionality based on standards

## 5. GAUTENG PROVINCIAL GOVERNMENT FACILITIES

A list of all the GPG facilities where the electricity meters are required will be made available after the evaluation process.

## 6. PANEL UTILIZATION GUIDELINES

- 6.1. The contracting of the service providers will be for a specific site(s).
- 6.2. The required panel will consist of companies with smart energy meter manufacturing, engineering, installation, and commissioning capabilities.
- 6.3. Bidders to supply or integrate the installed meters in the new or existing online management system as per the requirements in Section 3.
- 6.4. Bidders that have qualified and have been appointed onto the panel for the respective work will be approached and requested to provide a quotation as and when the service is required.
- 6.5. Assignments will be structured according to work packages that clearly define the site, objective of the work, proposed timeframes, qualifying criteria, qualification requirements and expected deliverables.

## 7. METER ROLL-OUT PROJECT PLAN

Prospective service providers should include a project rollout plan that demonstrate capacity to the large quantity installation, commissioning, and online configuration of smart meters. The combined target for the appointed service providers per month is:

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
<b>No. of meters Installed</b>	500	500	500	500	500	500

Service providers should include additional Value-Added Services relating to smart metering, energy consumption record management, energy efficiency and billing verification to their proposal to strengthen their bids.

## 8. EXPERIENCE REQUIREMENTS

The department requires the services of experienced service providers that can supply, install, commission and host or integrate an online platform for the existing, and replace new smart meters in Gauteng Provincial Government (GPG) Facilities. The Service Providers must have experience in the following:

1. Smart meter installation, configuration, and maintenance.
2. Online platform system design or integration of smart metering equipment (hosting and supporting).
3. Capacity to analyze billing and issue reports to utilities to query incorrect billing.
4. Provision of monthly reports with easy-to-read consumption data, that includes kWh, kVA, kVArh, power factor, currents, voltages.
5. Understanding of Energy Performance Certificates as per Regulations for the Mandatory Display and Submission of Energy Performance Certificates for Buildings dated 08 December 2020.
6. Provide training for reading and analyzing data from the smart meters.

## 9. TECHNICAL EVALUATION

9.1 Table 1: Functionality Criteria and scoring system relevant for this bid.

Functionality:	
Functionality total weight points:	100
Minimum % that should be achieved to be found responsive	65

Main functionality criteria:	Sub criteria:	Points allocation for sub-criteria:	Weighting factor:
<p><b>Company Experience</b></p> <p><b>Bidders must demonstrate the company's experience by providing signed reference letters/completion certificates on the client's letterhead with contactable references and corresponding appointment letters / Purchase Orders in respect of Smart metering projects in industries, healthcare facilities, education sector or other related building of similar projects</b></p>	<p><b>Demonstrate proven capacity and capability in engineering design, material supply, construction and commissioning electricity smart meters. (Both High Tension (HT and Low Tension)</b></p> <ul style="list-style-type: none"> <li>• 5 completion certificates/ reference letters relevant to the type of the contract indicating the completion of the project and 5 corresponding appointment letters /purchase orders on client's letter head of similar projects = <b>20 Points</b></li> <li>• 4 completion certificates/ reference letters relevant to the type of the contract indicating the completion of the project and 4 corresponding appointment letters /purchase orders on client's letter head of similar projects = <b>16 Points</b></li> <li>• 3 completion certificates/ reference letters relevant to the type of the contract indicating the completion of the project and 3 corresponding appointment letters /purchase orders on client's letter head of similar projects = <b>12 Points</b></li> <li>• 2 completion certificates/ reference letters relevant to the type of the contract indicating the completion of the project and 2 corresponding appointment letters</li> </ul>	<p><b>20 Points</b></p>	<p><b>20 Points</b></p>

Main functionality criteria:	Sub criteria:	Points allocation for sub-criteria:	Weighting factor:
	<p>/purchase orders on client's letter head of similar projects = <b>8 Points</b></p> <ul style="list-style-type: none"> <li>• 1 completion certificates/ reference letters relevant to the type of the contract indicating the completion of the project and 1 corresponding appointment letters /purchase orders on client's letter head of similar projects = <b>4 Points</b></li> <li>• No completion certificates/ reference letters relevant to the type of the contract indicating the completion of the project and no corresponding appointment letters /purchase orders on client's letter head of similar projects = <b>0 Point</b></li> </ul> <p><b>Note: Submission of completion certificate without corresponding appointment letter or submission of appointment letter without corresponding completion certificate will not be considered for scoring purposes. Points will be forfeited.</b></p>		

<b>BIDDERS TO DEMONSTRATE ONLINE SYSTEM INTEGRATION</b>	<p>Bidders are to submit a system-generated copy of the reports with a dashboard demonstrating consumption data, the location of smart meters, and the demand profile of previous projects.</p> <ul style="list-style-type: none"> <li>• Submission of a system-generated copy of the report with a dashboard demonstrating consumption data, location of smart meters, and demand profile = <b>25 Points</b></li> <li>• Failure to submit = <b>0 Point</b></li> </ul> <p><b>NB: submission that does not cover all requirements will also score 0</b></p>	<b>25 Points</b>	<b>25 Points</b>
<b>SMART METER (HARDWARE) COMPLIANCE</b>	<p>All meters and accessories to be supplied must be technically compliant. Technical compliance will be evaluated according to section 4 of the Terms of reference.</p> <ul style="list-style-type: none"> <li>• Bidder to submit specification in a datasheet format of all meters and accessories to be supplied = <b>5 Points</b></li> <li>• Failure to submit = <b>0 Point</b></li> </ul> <p><b>NB: submission that does not cover all requirements will also score 0</b></p>	<b>5 Points</b>	<b>5 Points</b>
<b>GENERIC METHOD STATEMENT/PROCEDURES FOR INSTALLATION AND COMMISSIONING OF SMART ENERGY METERS</b>	<p>Evaluation of the quality of the method statements in design (application or installation of meters), supply, installation &amp; commissioning.</p> <ul style="list-style-type: none"> <li>• Method statements that cover design, installation, quality management plan, health and safety, and maintenance is submitted = <b>10 Points</b></li> <li>• Method statements that cover only design and installation is submitted = <b>5 Points</b></li> <li>• Failure to submit = <b>0 Point</b></li> </ul> <p><b>NB: Method statements that do not cover design and installation requirements will also score 0</b></p>	<b>10 Points</b>	<b>10 Points</b>

KEYS STAFF	<p><b>Bidders to attach CVs of key staff with relevant certified qualifications and professional certifications. (Certification as a true copy of the original must not be older than 6 months). The applicable experience is post-professional registration.</b></p> <ul style="list-style-type: none"> <li>• Project Planner/Manager with a min NQF level 6 with more than 4 years' experience = <b>5 Points</b></li> <li>• Professional Electrical Engineer or Technologist ECSA registered with post-professional more than 4 years' experience = <b>5 Points</b></li> <li>• Software Developer – Degree in IT or Computer Science with 2 years in software development or integration of smart meters = <b>5 Points</b></li> <li>• Electrician installer registered with Electrical Installation Regulator with more than 4 years' experience = <b>5 Points</b></li> </ul> <p><b>NB: The team must include a Project planner/ Manager, Professional electrical Engineer, Electrician installer, and Software Developer with Degree in IT or Computer Science. The team will deem incomplete if all four (4) key staff are not included. Therefore, the bidder will forfeit all points of key Staff. Candidate registration will not be considered for evaluation.</b></p>	20 Points	20 Points
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<b>PROJECT PLAN/PROPOSED IMPLEMENTATION PROGRAMME – COMPREHENSIVE ACTIVITY SCHEDULE WITH SEQUENCING OF ACTIVITIES OF SMART METERS PROJECTS (REFER TO SECTION 7)</b>	<p>Bidder to submit project plan that includes activity schedule, sub-tasks, timeframes, milestones, and resource allocation; demonstrating supply, installation, commissioning, and configuration of smart meters.</p> <ul style="list-style-type: none"> <li>• Project plan that includes activity schedule, sub-tasks, timeframes, milestones, and resource allocation. = <b>10 Points</b></li> <li>• Project plan that includes milestones and resource allocation. = <b>5 Points</b></li> <li>• Failure to submit = <b>0 Point</b></li> </ul> <p><b>NB: Project Plan that does not cover milestones and resource allocation requirements will also score 0</b></p>	<b>10 Points</b>	<b>10 Points</b>
<b>OPERATING &amp; MAINTENANCE SERVICE PLAN, INCLUDING PLAN FOR THE FIRST 36 MONTHS OF OPERATION.</b>	<p>Bidder to submit adequate Operating and Maintenance activities, response times, and methods.</p> <ul style="list-style-type: none"> <li>• Complete submission of operation and maintenance plan with activities, response times, and methods at certain intervals for the period 36 months = <b>10 Points</b></li> <li>• Complete submission of operation and maintenance plan with activities, response times, and methods at certain intervals for the period 36 month with less than 36 months months= <b>5 Points</b></li> </ul> <p><b>NB: Failure to submit a plan with Operating and Maintenance activities, response times, and methods = 0 Point</b></p>	<b>10 Points</b>	<b>10 Points</b>

<b>Total functionality points</b>	<b>100</b>
<b>Minimum functionality</b>	<b>65</b>

## 9.2 PREFERENCE POINTS SYSTEM EVALUATION

**NB: These criteria will not form part of the evaluations for the establishment of the panel of service providers. However, should the bidder be included on the panel the following (Price and Specific Goals) will be used during the Request for Quotation Stage**

The evaluation as per Regulation 4 of the Preferential Procurement Regulations, 2022, will be as follows:

Price & Specific Goals	Points
Price	80
Specific Goals	20
<b>TOTAL</b>	<b>100</b>

### (i) Price Evaluation:

The formula to be used to calculate the points for price, is as follows:

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{\min}$  = Price of lowest acceptable tender

### (ii) Points Awarded for Specific goals

In terms of Regulation 4 of the Preferential Procurement Regulations, 2022, Specific Goals must be scored as follows:

PREFERENCE POINT SYSTEM			POINTS
Specific Goals			20
Specific Goals	Approved documentation to support the specific goals (to allow bidders to score points)	Points allocation for sub-criteria	Total Points
Smart energy meter (HT or LT) 50%	Bidders are to provide a certified (not more than 6 months) copy of the Certificate of local manufacturing/ or Assembly Accreditation Certification issued for the local manufacturing or assembling/ or for bidders who might have applied for DTIC's exemption must submit the proof of application with DTIC (which must be submitted by tender closure), bidders must ensure that the	5 Points	20 Points

	approved exemption is submitted at the evaluation stage, failure bidder will be disqualified.		
Current transformers (Solid or split core) 90%	Bidders are to provide a certified (not more than 6 months) copy of the Certificate of local manufacturing/ or Assembly Accreditation Certification issued for the local manufacturing or assembling/ or for bidders who might have applied for DTIC's exemption must submit the proof of application with DTIC (which must be submitted by tender closure), bidders must ensure that the approved exemption is submitted at the evaluation stage, failure bidder will be disqualified.	5 Points	
Enclosures (site dependent) 90%	Bidders are to provide a certified (not more than 6 months) copy of the Certificate of local manufacturing/ or Assembly Accreditation Certification issued for the local manufacturing or assembling/ or for bidders who might have applied for DTIC's exemption must submit the proof of application with DTIC (which must be submitted by tender closure), bidders must ensure that the exemption is submitted at the evaluation stage, failure bidder will be disqualified.	5 Points	
Communication modems plus optic wires 90%	Bidders are to provide a certified (not more than 6 months) copy of the Certificate of local manufacturing/ or Assembly Accreditation Certification issued for the local manufacturing or assembling/ or for bidders who might have applied for DTIC's exemption must submit the proof of application with DTIC (which must be submitted by tender closure), bidders must ensure that the approved exemption is submitted at the evaluation stage, failure bidder will be disqualified.	5 Points	
<b>Bidders to submit the specified documentation as proof to support the specific goals above. Failure to submit will lead to disqualification.</b>			
<b>TOTAL SPECIFIC GOALS POINTS</b>			<b>20 Points</b>

## **Annexure A**

### **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

#### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts, and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything 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 ancillaries 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 security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a



reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8.1 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 them 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 fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

<b>18. Contract Amendments</b>	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.
<b>19. Assignment</b>	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.
<b>20. Subcontracts</b>	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
<b>21. Delays in the supplier's performance</b>	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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
<b>22. Penalties</b>	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 212;
  - (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)**

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.

