



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

TENDER NO: RFP15/06/2023

PANEL FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION PANEL OF SERVICE PROVIDERS TO SUPPLY, INSTALL AND COMMISSION SOLAR PHOTOVOLTAIC (PV) AND BATTERY STORAGE SYSTEMS AT GAUTENG PROVINCIAL GOVERNMENT FACILITIES (CIDB 4EB-7EB)

ISSUED BY:

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

June 2023

NAME OF TENDERING ENTITY:

INVITATION TO TENDER

| | |
|---|---|
| Short description of requirements: | PANEL FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION PANEL OF SERVICE PROVIDERS TO SUPPLY, INSTALL AND COMMISSION SOLAR PHOTOVOLTAIC (PV) AND BATTERY STORAGE SYSTEMS AT GAUTENG PROVINCIAL GOVERNMENT FACILITIES (CIDB 4EB-7EB) |
| Tender number: | RFP15/06/2023 |
| Tender documents available from: 23 June 2023 | Tender documents can be downloaded from: E-Tender portal on the below link: http://e-tenders.treasury.gov.za |
| Price of tender documents: | Bid documents must be downloaded and printed on the e-Tender portal at bidders' cost |
| Closing date: | 14 July 2023 |
| Tender Validity | 210 Calendar days |
| Address for submission of tenders: | Department of Infrastructure Development (DID Tender Box) Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown Johannesburg |
| Evaluation Steps: | <ol style="list-style-type: none"> 1) Mandatory Compliance Requirements 2) Other Admin Compliance Requirements Applicable to this Procurement 3) Functionality Evaluation Criteria |
| Compulsory pre-bid meeting/site meeting: | <p>MEETING ADDRESS:</p> <p>Lower ground Auditorium Department of Infrastructure Development Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown, Johannesburg</p> <hr/> <p>DATE OF MEETING: 28 June 2023</p> <p>TIME: 10:00 AM hours</p> |
| Mandatory Requirements | Failure to submit / meet or comply with the following requirements outlined in Section 1 of the terms of reference automatically constitutes disqualification of tender offer. |
| Other Administrative Requirements | The returnable documents applicable to Section 2 of the Terms of reference must be fully completed and submitted. |

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| Functionality Evaluation | Functionality evaluation will be conducted in accordance with <u>Section 9</u> of the Terms of Reference. |
|---------------------------------|--|

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|--|---|
| Enquiries Technical: | Project Manager: Mluleki Hlatshwayo Email Address: mluleki.hlatshwayo@gauteng.gov.za |
| Enquiries general: | SCM: Millicent Chauke Email Address: millicent.chauke@gauteng.gov.za |
| Last date for accepting queries is: | 3 days before closing date |

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| <u>Note to tenderers:</u> All successful service provider will be subject of 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: | RFP15/06/2023 | CLOSING DATE: | 14 July 2023 | CLOSING TIME: | 11:00 AM |
| DESCRIPTION | PANEL FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION PANEL OF SERVICE PROVIDERS TO SUPPLY, INSTALL AND COMMISSION SOLAR PHOTOVOLTAIC (PV) AND BATTERY STORAGE SYSTEMS AT GAUTENG PROVINCIAL GOVERNMENT FACILITIES (4EB-7EB) | | | | |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

| |
|--|
| Corner House Building |
| Corner Commissioner and Pixley Ka isaka Seme (Sauer Street) |
| Johannesburg, Marshalltown |
| 2001 |

| | | | | | |
|--|---|--|-----------|-------------------------------------|---|
| 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: | | OR | 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> | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| <u>DEPARTMENT/ PUBLIC ENTITY</u> | Department of Infrastructure Development | <u>CONTACT PERSON</u> | Mluleki Hlatshwayo |
| <u>CONTACT PERSON</u> | Millicent Chauke | <u>TELEPHONE NUMBER</u> | N/A |
| <u>TELEPHONE NUMBER</u> | N/A | <u>FACSIMILE NUMBER</u> | N/A |
| <u>FACSIMILE NUMBER</u> | N/A | <u>E-MAIL ADDRESS</u> | mluleki.hlatshwayo@gauteng.gov.za |
| <u>E-MAIL ADDRESS</u> | millicent.chauke@gauteng.gov.za | mluleki.hlatshwayo@gauteng.gov.za | |

**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 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 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.
- 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 IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER 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 interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
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¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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

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

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

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, 2011, 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids 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) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. 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> |
|--|-------------------------------------|
| • Photovoltaic Panels | 100% |
| • Inverters | 100% |
| • Battery Storage | 100% |

- 4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

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

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

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

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

IN RESPECT OF BID NO.

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

.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. 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 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C - Case Study 2

Local Content Declaration - Summary Schedule

(C1) **Tender No.** RFP15/06/2023
 (C2) **Tender description:** Panel for Solar PV and Battery storage for 36 months
 (C3) **Designated product(s)** Solar Hardware
 (C4) **Tender Authority:** Department of Infrastructure Development
 (C5) **Tendering Entity name:**
 (C6) **Tender Exchange Rate:** USD EU GBP
 (C7) **Specified local content %**

Note: VAT to be excluded from all calculations

| Calculation of local content | | | | | | | | Tender summary | | | |
|------------------------------|---------------------|------------------------------|----------------------------------|---|----------------|--------------------|-------------------------------|----------------|--------------------|---------------------------------|------------------------|
| Tender item no's | List of items | Tender price each (excl VAT) | Exempted imported value per unit | Tender value net of exempted imported content | Imported value | Local value | Local content 100% (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| | | | (C11) | (C10-C11) (C12) | (C13) | (C12-C13) (C14) | C14/C12 (C15) | | (C10xC16) (C17) | Annex D D18 (C18) | Annex D (C19) |
| 1 | Photovoltaic Panels | | | | | | | | | | |
| 2 | Inverters | | | | | | | | | | |
| 3 | Battery Storage | | | | | | | | | | |
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Signature of tenderer from Annex B _____
 Date: _____

| | |
|--|-------|
| (C20) Total tender value | R 0 |
| (C21) Total Exempt imported content | _____ |
| (C22) Total Tender value net of exempt imported content (C20-C21) | _____ |
| (C23) Total Imported content | R 0 |
| (C24) Total local content (C22-C23) | _____ |
| (C25) Average local content % of tender (C24/C22) | _____ |

Annex E - Case Study 2

Local Content Declaration - Supporting Schedule to Annex C

| | | |
|------|-------------------------------|--|
| (E1) | Tender No. | <input type="text" value="RFP15/06/2023"/> |
| (E2) | Tender description: | Panel for Solar PV and battery storage for 36 months |
| (E3) | Designated products: | Solar Hardware |
| (E4) | Tender Authority: | Department of Infrastructure Development |
| (E5) | Tendering Entity name: | <input type="text"/> |

Note: VAT to be excluded from all calculations

| Local Products (Goods, Services and Works) | Description of items purchased | Local suppliers | Value |
|---|--|-----------------|----------------------|
| | Photovoltaic Panels | (E7) | (E8) |
| | Inverters | | |
| | Battery Storage | | |
| | | | |
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| | | | |
| | (E9) Total local products (Goods, Services and Works) | | <input type="text"/> |

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) **Total local content**
This total must correspond with Annex C - C24

COMPLAINCE TO THIS BID

1. MANDATORY REQUIREMENTS

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

| | |
|---|-------------------------|
| Failure to submit/meet or comply with the following requirements constitute automatic disqualification of tender. | |
| Only Tenderers having a Valid CIDB Grade of 4EB – 7EB 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.] | |
| Bidders to provide proof of valid Professional Indemnity insurance | |
| Undertaking Letter for Guaranties and warranties certificates for all instrumentation, apparatus, and components shall be provided for 36 months. | |
| Valid agreement (signed by both parties) in case of Joint Ventures or Consortiums | |
| Submission of duly completed and signed invitation to tender (SBD 1) | |
| Submission of duly completed and signed bidders' disclosure (SBD 4) | |
| Submission of duly completed and signed bidders' SBD (6.2) compliant with stipulated local production and content (failure to submit fully and signed 6.2 and Annexure C will lead to disqualification) Bidders must comply with the stipulated local content failing which will lead to disqualification. The industries, sectors and sub-sectors designated for local production with minimum local content threshold, can be obtained / downloaded from the following Department of Trade and Industry (DTI) website, including local content declaration Templates (Annexure C) | |
| http://www.thedit.gov.za/sectors and services-2/industrial-development/development/industrial-procurement/ | |
| Item | Local Content Threshold |
| Photovoltaic Panel | 100% |
| Inverters | 100% |
| Battery Storage | 100% |

2. OTHER ADMINISTRATIVE REQUIREMENTS

The following returnable documents are acceptable to this procurement and must be fully completed and submitted.

Note: Failure to submit/comply does not constitute disqualification.

| |
|---|
| Submission of proof of registration with CSD (CSD registration report or MAAA number) |
| Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidders 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. |

3. Tender Validity Period.

Tender validity period is 210 calendar days.

4. Compulsory Briefing Session

- Failure to attend compulsory briefing session will constitute automatic disqualification of tender.
- **Meeting Address:** Lower ground Auditorium
Department of Infrastructure Development Corner House Building,
Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown,
Johannesburg
- **Time: 10:00 hours**

5. List of Returnable Documents

The tenderer must complete and return the following documents with its tender:

Returnable documents / schedules required for tender purposes

- Proof of registration with the Construction Industry Development Board (CIDB) 4EB-7EB
- Registration Certificates of entities – Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor.
- Tenderer's Experience
- Generic method statement/procedures for installation and commissioning of solar PV and battery storage systems
- Key Personnel
- Curriculum Vitae format of key personnel with qualifications, certification and proof of registration with professional bodies.
- Work plan/proposed implementation programme – comprehensive activity schedule with sequencing of activities of typical/similar projects.
- Operating & Maintenance service plan, including plan for the first 36 months of operation.
- Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance
- SBD 1
- SBD 4
- SBD 6.2 and Annexure C



TENDER NO: RFP15/06/2023

SPECIFICATION

PANEL FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION PANEL OF SERVICE PROVIDERS TO SUPPLY, INSTALL AND COMMISSION SOLAR PHOTOVOLTAIC (PV) AND BATTERY STORAGE SYSTEMS AT GAUTENG PROVINCIAL GOVERNMENT FACILITIES (4EB-7EB)

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1. INTRODUCTION

The Department of Infrastructure Development (DID) requires competent services from Solar Photovoltaic (PV) and Battery Storage installers to implement these systems at the Gauteng Provincial Government (GPG) facilities.

The DID, in addition to its own capacity, requires access to base of engineering, supply, commissioning and construction of Solar Photovoltaic (PV) and Battery Storage systems. The Department of Infrastructure Development (DID) therefore intends to establish a panel of experienced and qualified engineering, supply, commissioning and construction services.

The Department of Infrastructure Development (DID) will not enter into any exclusive procurement agreement with an engineering, supply, commissioning, and construction company.

2. OBJECTIVE

The project entails the procurement of a private organization to assess, implement and operate the renewable energy solutions suitable to supply reliable electricity at identified Gauteng Provincial Government (GPG) buildings. This will entail investigations, feasibility studies (any other relevant electrical study), technology determination, cost determination, design solution, construction procurement strategy, construction, develop and implement operations and maintenance strategies.

The purpose of this panel is to allow the department to appoint suitably qualified service providers who will be adjudged to be sufficiently experienced and committed organizations which meet the technical, experience requirements, socio-economic and other requirements of the Department.

The Department therefore seeks responses from experienced and committed consortia and/or organizations who wish to be given an opportunity to undertake projects of this nature.

3. LIST OF FACILITIES

3.1. Project Sites - The Department of Infrastructure Development (DID) has identified various buildings and facilities comprising of schools and office buildings owned and managed by DID on behalf of the provincial government.

4. DESIRED OUTCOME

4.1. The desired outcomes of the Project are to:

4.1.1. ensure business continuity in providing uninterrupted service delivery at Gauteng Provincial Government (GPG) facilities, by minimizing electricity supply interruptions during load shedding.

4.1.2. increase electricity supply capacity (archiving energy security supply) through the introduction of renewable energy technologies.

5. PANEL UTILISATION GUIDELINES

- 5.1. The required panel will consist of companies with full engineering, supply, and construction capabilities.
- 5.2. The contracting of the engineering, supply and construction company will be for a specific site(s).
- 5.3. 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.
- 5.4. As and when required, contractors from the panel will be invited to submit quotations and quotations will be on price and specific goals points (80/20 or 90/10)

6. SCOPE OF WORK

The bidders will be required to, at each site: design, install, commission, and operate the facility for a period of 36 months. Complete all the civils, installation of major equipment, completion of direct current (DC) and alternating current (AC) reticulation system including ducting, cable laying, terminations etc., installation of switchgears and protection devices, earthing and lightning protection, and installation of meteorological and monitoring system works:

- 6.1. Engineering / Design – The contractor is solely responsible for developing a detailed design in full compliance with local and international standards related to electrical works and specifically Photovoltaic (PV) works (where local codes are insufficient), compliance with International Electrotechnical Commission (IEC) standards will be the minimum.
- 6.2. The contractor assumes full liability for the design. The Photovoltaic (PV) facility must have a design life of 25 years. The chief designer must be named in the list of key representatives and must demonstrate at least five years of Photovoltaic (PV) design related.
- 6.3. The design must be in accordance with the appropriate portions of the South African Grid Code. The contractor must submit all the designs to the municipality Project Manager for review and comment prior to supply and commissioning and construction of the Photovoltaic (PV) facility. The Project Manager must further submit all the necessary documents to the relevant authorities for approval.
- 6.4. Supply – The contractor assumes responsibility for procurement, transportation, offloading and care and custody of all equipment, materials and consumables as well as the procurement of services required to complete the works. All materials and components supplied must be compliant with international and local specifications and standards for

solar Photovoltaic (PV) and battery systems (non-compliant material will not be allowed). In addition, the contractor must procure and maintain, for the duration of the Operation and Maintenance period, a sufficient supply of all spare parts required to maintain a facility adequately. The contractor must ensure that the spare parts inventory is fully stocked at the end of the Operating and Maintenance period.

- 6.5. Site establishment – The contractor assumes responsibility for arranging and supplying all the necessary temporary tools, equipment, vehicles, materials, consumables, machinery, infrastructure, professional services, and labour required to set out, clear, level and establish the site – in line with the Construction Regulations of the Occupational Health Safety Act (OHSA) 85 of 1993.
- 6.6. Construction – The contractor assumes responsibility for supplying all temporary tools, equipment, vehicles, materials, consumables, machinery, infrastructure, professional services and labour required for the construction of the works. The contractor must comply with the Occupational Health Safety Act (OHSA) 85 of 1993 and its regulations, as applicable. The contractor must have a health and safety officer present throughout the duration of the construction period. General Conditions of Contract for Construction Works will be entered into with the Bidder to cover the design, construction and commissioning work.
- 6.7. Testing and commissioning – The contractor assume responsibility for supplying all the necessary equipment and tools to commission and test the PV system in accordance with tests and acceptance. The contractor is also responsible for arranging for witness testing as required. Legal compliance of installation must provide by the Bidders must register the certificate of compliance (COC) for all electrical works. Wiring of the premises must be compliant with the requirements of South African National Standards (SANS) 10142-1.
- 6.8. Bidders are required to submit confirmation of Liability Insurance, which covers the work performed. The insurance must cover the workmanship liabilities arising from defective work after the work has been handed over, must be guaranteed for the period of 36 months.
- 6.9. Operating and Maintenance services are required for the first three years of operation or at least for the balance of the contract period following commissioning. The Service Level Agreement will be entered into covering all Operating and Maintenance issues.
- 6.10. The contractor must regularly report on the performance monitoring of the Photovoltaic (PV) system in accordance with the International Electrotechnical Commission (IEC) standards, namely IEC 61724 series.

6.11. The contractor shall assume responsibility for the registration of the installed systems, with the relevant local councils per geographical region.

7. REPORTING

7.1 The service providers will work closely with and report directly to the Department of Infrastructure Development (DID) Project Manager assigned on a site basis.

7.2 Progress reports will be submittable on the weekly basis and reviewed monthly. As a minimum, each site will require the following reports:

- Project plans
- Feasibility studies
- Grid integration
- Structural analysis
- Construction work plan
- Risk management

7.3 All documents and copyrights, including data and databases developed during the process, will remain the intellectual property of Department of Infrastructure Development (DID).

7.4 All project artifacts, such as: designs, simulation models, application forms, drawings, operations, and training manuals shall be handed over to Department of Infrastructure Development (DID) for all sites.

7.5 All resulting reports and data shall be delivered in electronic format and will be subject to a quality assurance process.

7.6 All drafts and final reports shall be submitted in full by the end of the project to the Project Manager. They must be edited, complete and presented in their final versions.

8. DURATION OF THE PROJECT

8.1 The successful service providers will be expected to provide a quote, as and when required, for the services required on the planning and implementation.

8.2 This panel of service providers will be for a period of three (3) years after appointment.

9. FUNCTIONALITY EVALUATION

The functionality evaluation will be conducted by the end-user, operations and the Bid Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on threshold criteria. The criteria will be as follows - Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below:

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>Company Experience</p> <p>Bidders must demonstrate company's experience by providing signed reference letters/ Completion certificates on client's letterhead with contactable references and corresponding Appointment letters / Purchase Orders in engineering design, material supply, construction and commissioning solar Photovoltaic (PV) and Battery storage systems for similar projects.</p> | <p>Demonstrate proven capacity and capability in engineering design, material supply, construction and commissioning solar Photovoltaic (PV) and Battery storage system for similar projects.</p> <ul style="list-style-type: none"> • 5 completion certificates/ reference letters relevant to the type of the contract indicating the completion of the project and 5 corresponding appointment letters /purchased orders on client's letter head of similar projects = 30 Points • 4 completion certificates/ reference letters relevant to the type of the contract indicating the completion of the project and 4 corresponding appointment letters /purchased orders on client's letter head of similar projects = 24 Points • 3 completion certificates/ reference letters relevant to the type of the contract indicating the completion of the project and 3 corresponding appointment letters /purchased orders on client's letter head of similar projects = 18 Points • 2 completion certificates/ reference letters relevant to the type of the contract indicating the completion of the project and 2 corresponding appointment letters /purchased orders on client's letter head of similar projects = 12 Points • 1 completion certificates/ reference letters relevant to the type of the contract indicating the completion of the project and 1 corresponding appointment letters /purchased orders on client's letter head of similar projects = 6 Points • No completion certificates/ reference letters relevant to the type of the contract indicating the completion of the project and no corresponding | <p>30 Points</p> | <p>30 Points</p> |
|---|---|-------------------------|-------------------------|

| | | | |
|--|---|--|--|
| | <p>appointment letters /purchased orders on client's letter head of similar projects = 0 Point</p> <p>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.</p> | | |
|--|---|--|--|

| | | | |
|--|--|-------------------------|-------------------------|
| <p>GENERIC METHOD STATEMENT/PROCEDURES FOR INSTALLATION AND COMMISSIONING OF SOLAR PV AND BATTERY STORAGE STSTEMS</p> | <p>Bidder to submit Construction methodology that include, PV Mounting frame Structure installation, Mounting of Photovoltaic (PV) modules, Photovoltaic (PV) Module Stringing and Medium Voltage and Low Voltage electrical system installations. Integration of the Solar Photovoltaic (PV) components such as inverters and batteries must be included.</p> <ul style="list-style-type: none"> • Methodology/ method statements covering Solar Photovoltaic (PV) panels, inverters, battery storage and network integration accessories = 10 Points • Methodology/ method statements covering Photovoltaic (PV) panels and inverters and network integration accessories = 5 Points • Failure to submit = 0 Points | <p>10 Points</p> | <p>10 Points</p> |
| | <p>Bidder to submit Method Statement that contains a Quality Management plan, Inventory Control plan, Equipment Handling plan, Environmental Management plan, Safety plan and proposed templates of control documentation and checklists for each plan, as prescribed in construction safety regulations and industry standards and requirements.</p> <ul style="list-style-type: none"> • Methodology/ method statements covering solar Photovoltaic (PV) panels, inverters, battery storage and network integration accessories = 10 Points • Methodology/ method statements covering solar Photovoltaic (PV) panels, inverters and network integration accessories = 5 Points • Failure to submit or not in line with the construction of solar Photovoltaic (PV) systems = 0 Points | <p>10 Points</p> | <p>10 Points</p> |

| | | | |
|---|---|-------------------------|-------------------------|
| <p>KEY STAFF RECORD OF APPLICABLE FOR THE WORK SIMILAR PROJECTS WITH QUALIFICATIONS AND CERTIFICATIONS</p> | <p>Bidders to attach CVs of key staff with relevant certified qualifications and certification. The applicable experience is post professional registration.</p> <ul style="list-style-type: none"> • Construction Project Manager with a min NQF level 7 with more than 4 years' experience registered with Construction Project Management = 5 Points • Professional Electrical Engineer ECSA registered with more than 4 years' experience= 5 Points • Professional Mechanical Engineer or Technologist ECSA or other registered with more than 4 years' fire engineering experience= 5 Points • Professional Structural Engineer ECSA registered with more than 4 years' experience= 5 Points • Electrician installer registered Electrical Installation Regulator with more than 4 years' experience= 5 Points <p>NB: The team must include a Construction Project Manager, Professional Electrical Engineer, Mechanical Engineer/Technologist, Structural Engineer, and Electrician Installer. The team will be deemed incomplete if all the five (5) key staff are not included. Therefore, the bidder will forfeit all points of Key Staff. Candidate registration of electrical and civil/structural engineers will not be considered for evaluation.</p> | <p>25 Points</p> | <p>25 Points</p> |
|---|---|-------------------------|-------------------------|

| | | | |
|--|---|-------------------------|-------------------------|
| <p>WORK PLAN/PROPOSED IMPLEMENTATION PROGRAMME – COMPREHENSIVE ACTIVITY SCHEDULE WITH SEQUENCING OF ACTIVITIES OF TYPICAL/SIMILAR PROJECTS.</p> | <p>Bidder to submit proposed work plan with activity schedule, with sub-tasks, timeframes, milestones, and resource allocation. Demonstrate using a 250kW system for the work plan.</p> <ul style="list-style-type: none"> • Project completion in less than 2 months = 15 Points • Project completion in less than 4 months = 10 Points • Project completion in more than 6 months = 0 Points | <p>15 Points</p> | <p>15Points</p> |
| <p>OPERATING & MAINTENANCE SERVICE PLAN, INCLUDING PLAN FOR THE FIRST 36 MONTHS OF OPERATION.</p> | <p>Bidder to submit adequate Operating and Maintenance activities, response times and methodologies will be evaluated. Method statements for operations and maintenance must be submitted.</p> <ul style="list-style-type: none"> • Completed method statements for maintenance of solar systems above 500kW = 10 Points • Completed method statements for maintenance of solar systems above 100kW below 250kW = 5 Points • Failure to submit = 0 Points | <p>10 Points</p> | <p>10 Points</p> |

| | |
|---|--------------------------|
| <p>Total functionality points</p> | <p>100 Points</p> |
| <p>Minimum functionality threshold</p> | <p>65 Points</p> |

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
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20. Subcontracts
21. Delays in the supplier's performance
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26. Termination for insolvency
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28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

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.
 - 11.2 ” 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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further

opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of 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.

18. Contract Amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an

extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

- 21.6 Upon 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.

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 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

29.1 The contract shall be written in English. All correspondence

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| Language | | 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. |

General Conditions of Contract (revised February 2008)