



**TENDER REFERENCE: EEBU 09-2025/26**

**REQUEST FOR PROPOSALS(RFP) FOR A TURNKEY SOLUTION FOR THE DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A HYBRID PHOTOVOLTAIC (PV) EMBEDDED GENERATION SYSTEM FOR THE CITY OF TSHWANE ELECTRICITY NETWORK CONTROL CENTRE FOR A ONE-YEAR PERIOD ON AN AS AND WHEN REQUIRED BASIS**

## **VOLUME 1**

**A Tender for Category 3EP or higher CIDB Registered Contractors**

|  |   |
|--|---|
| <b>ISSUED BY:</b>  | <b>PREPARED BY:</b>   |
| <b>The Divisional Head<br/><u>Supply Chain Management Unit</u></b> | <b>The Group Head<br/><u>Energy and Electricity Business Unit</u></b> |

|                              |                                   |
|------------------------------|-----------------------------------|
| Registered Name of Tenderer: |                                   |
| Trading Name of Tenderer:    |                                   |
| Registration No. of Entity:  |                                   |
| Contact Person:              | CoT Vendor No (Where Applicable): |
| Tel. No:                     | E-Mail Address:                   |
| Cell No:                     | Fax No:                           |

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# **PORTION 1: TENDER**

## **PART T1: TENDER PROCEDURES**

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## **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

**EEBU 09-2025/26**

**CITY OF TSHWANE  
ENERGY AND ELECTRICITY BUSINESS UNIT  
ENERGY BUSINESS UNIT DIVISION**

### **EEBU 09-2025/26: REQUEST FOR PROPOSALS (RFP) FOR A TURNKEY SOLUTION FOR THE DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A HYBRID PHOTOVOLTAIC (PV) EMBEDDED GENERATION SYSTEM FOR THE CITY OF TSHWANE ELECTRICITY NETWORK CONTROL CENTRE FOR A ONE-YEAR PERIOD**

Tenders are hereby invited for the above work.

**Tenderers should have a CIDB contractor grading designation of Category 3EP or Higher**

A **compulsory CLARIFICATION meeting** about the proposed services will be held on **12 February 2026 at 10:00**. Prospective tenderers must already have the tender document and be familiarised with the contents. The meeting with a representative of the Employer will take place at **Cnr Behrens and Flower street, Technical Service Electricity Depot, Capital Park, Pretoria**.

Tenders will be received until **10:00 on 27 February 2026**. Tenders will be received on the closing dates and times shown, must be enclosed in sealed envelopes, bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to:-

The closing time for receipt of tenders is **10h00 on the 27 February 2026**. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the Divisional Head, SUPPLY CHAIN MANAGEMENT, PRETORIA, 0001 and must be submitted in the tender box situated at Tshwane House, 320 Madiba Street, Pretoria, 0002. Tenders will be opened at the latter address only on request.

A tender must remain open for a period of 90 days from the closing date of submission of tenders, during which period the tender may not be amended or withdrawn and may be accepted by the Municipality at any time during this period. The validity period for the tender after closure is 90 days.

The city shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid. The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept a tender as a whole or in part.

#### **ENQUIRIES:**

Employer's      Thebe Mapheto  
Agent:

Tel (Office):      012 358 8318

E-Mail: [thebemapheto@tshwane.gov.za](mailto:thebemapheto@tshwane.gov.za)

SUPPLY CHAIN ENQUIRIES:

Employer's      Mulondi Rasekgala  
Agent:

Tel (Office):      012-358 6636

E-Mail:            MulondiN@tshwane.gov.za

**Mr Johann Mettler**  
**City Manager**

**NOTICE 09 of 2025/26**

## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.3.

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in interpreting any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

| CLAUSE NUMBER                            | TENDER DATA   |
|--|---|
| C.1.1 Actions                            | The Employer is the <b>City of Tshwane Metropolitan Municipality</b>  |
| C.1.2 Tender Documents                   | <p><u>Volume 1: Tender Document</u></p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 – Tender Notice and Invitation to Tender</p> <p>T1.2 – Tender Data</p> <p>T1.3 – Standard Conditions of Tender</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 – List of Returnable Documents</p> <p>T2.2 – Returnable Schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 – Form of Offer and Acceptance</p> <p>C1.3 – Form of Guarantee</p> <p>C1.4 – Guarantee (Cash Deposit)</p> <p>C1.5 – Health and Safety Agreement</p> <p><b>Part C3: Scope of work</b></p> <p>C3.1 – Description of Works</p> <p>C3.2A – Health and Safety Specification</p> |
| C.1.3 Interpretation<br>C.1.3.4          | <p><b>Add</b> the following new clause:</p> <p><i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i></p>   |
| C.1.4 Communication and Employer's Agent | <p>Agent: Thebe Mapheto</p> <p>Tel: 012 358 8318</p> <p>E-Mail: <a href="mailto:thebemapheto@tshwane.gov.za">thebemapheto@tshwane.gov.za</a></p> <p>SCM Official: Mulondi Rasekgala</p> <p>Tel No: 012 358 6636</p> <p>E-mail: <a href="mailto:MulondiN@tshwane.gov.za">MulondiN@tshwane.gov.za</a></p>   |

| CLAUSE NUMBER     | TENDER DATA   |             |  |   |  |   |  |   |  |   |  |   |  |   |  |   |  |             |  |
|-------------------|---|-------------|--|---|--|---|--|---|--|---|--|---|--|---|--|---|--|-------------|--|
| C.2.1 Eligibility | <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined under regulation <b>25(1B)</b> or <b>25(7A)</b> of the Construction Industry Development Regulations for a <b>3EP OR HIGHER</b> class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a <b>3EP</b> class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol> <p>CIDB JOINT VENTURE GRADING TABLE</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. Every member of a joint venture is registered with the CIDB within 21 days of the closing date of tenderers.</li> <li>2. The lead partner has a contractor grading designation in the <b>3EP</b> or higher class of construction work; and</li> </ol> <p>The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a 3EP or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</p> <table border="1"> <thead> <tr> <th>Designation</th><th>Deemed to satisfy joint venture arrangements</th></tr> </thead> <tbody> <tr> <td>3</td><td>Three contractors registered in contractor grading designation 2</td></tr> <tr> <td>4</td><td>Three contractors registered in contractor grading designation 3</td></tr> <tr> <td>5</td><td>Two contractors registered in contractor grading designation 4<br/>One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3</td></tr> <tr> <td>6</td><td>Two contractors registered in contractor grading designation 5<br/>One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4</td></tr> <tr> <td>7</td><td>Two contractors registered in contractor grading designation 6<br/>One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5</td></tr> <tr> <td>8</td><td>Three contractors registered in contractor grading designation 7</td></tr> <tr> <td>9</td><td>Three contractors registered in contractor grading designation 8</td></tr> </tbody> </table> <p>CIDB JOINT VENTURE GRADING TABLE</p> <table border="1"> <thead> <tr> <th>Designation</th><th>Deemed to satisfy joint venture arrangements</th></tr> </thead> </table> | Designation | Deemed to satisfy joint venture arrangements | 3 | Three contractors registered in contractor grading designation 2 | 4 | Three contractors registered in contractor grading designation 3 | 5 | Two contractors registered in contractor grading designation 4<br>One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3 | 6 | Two contractors registered in contractor grading designation 5<br>One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4 | 7 | Two contractors registered in contractor grading designation 6<br>One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5 | 8 | Three contractors registered in contractor grading designation 7 | 9 | Three contractors registered in contractor grading designation 8 | Designation | Deemed to satisfy joint venture arrangements |
| Designation       | Deemed to satisfy joint venture arrangements  |             |  |   |  |   |  |   |  |   |  |   |  |   |  |   |  |             |  |
| 3                 | Three contractors registered in contractor grading designation 2  |             |  |   |  |   |  |   |  |   |  |   |  |   |  |   |  |             |  |
| 4                 | Three contractors registered in contractor grading designation 3  |             |  |   |  |   |  |   |  |   |  |   |  |   |  |   |  |             |  |
| 5                 | Two contractors registered in contractor grading designation 4<br>One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3  |             |  |   |  |   |  |   |  |   |  |   |  |   |  |   |  |             |  |
| 6                 | Two contractors registered in contractor grading designation 5<br>One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4  |             |  |   |  |   |  |   |  |   |  |   |  |   |  |   |  |             |  |
| 7                 | Two contractors registered in contractor grading designation 6<br>One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5  |             |  |   |  |   |  |   |  |   |  |   |  |   |  |   |  |             |  |
| 8                 | Three contractors registered in contractor grading designation 7  |             |  |   |  |   |  |   |  |   |  |   |  |   |  |   |  |             |  |
| 9                 | Three contractors registered in contractor grading designation 8  |             |  |   |  |   |  |   |  |   |  |   |  |   |  |   |  |             |  |
| Designation       | Deemed to satisfy joint venture arrangements  |             |  |   |  |   |  |   |  |   |  |   |  |   |  |   |  |             |  |



| CLAUSE NUMBER  | TENDER DATA  |  |   |
|--|--|--|---|
|  | 6  | Two contractors registered in contractor grading designation 5.<br>One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4. |   |
|  |  |  |   |
|  | Only those tenderers who meet the minimum criteria as set out in this bid will be evaluated in three stages, namely:   |  |   |
|  | <ul style="list-style-type: none"><li>• Stage 1: Administration Compliance</li><li>• Stage 2: Mandatory Requirements</li><li>• Stage 3: Functionality Criteria</li></ul> |  |   |
|  | <b>1.1. Stage 1: Administration Compliance</b>   |  |   |
| Bidders shall be evaluated for administrative compliance as requested by the City of Tshwane’s Supply Chain Management requirements.   |  |  |   |
| <b>Compulsory Returnable Documentation (Submission of these are compulsory)</b>  |  | <b>Submitted (YES or NO)</b>   | <b>Checklist (Guide for Bidder and the Bid Evaluation Committee)</b>  |
| a) To enable The City to verify the bidder’s tax compliance status, the bidder must provide; <ul style="list-style-type: none"><li>• Tax compliance status PIN.</li><li>or</li><li>• Central Supplier Database (CSD)</li></ul>   |  |  | Tax status must be compliant before the award.  |
| b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;  |  |  | CSD must be valid.  |
| c) Confirmation that the bidding company’s rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay |  |  | Was a Municipal Account Statement, signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder’s statement correspond with CIPC document, Address on CSD or Company profile? |

| CLAUSE NUMBER | TENDER DATA   |  |   |
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|               | Rates and Taxes a letter from the local councillor confirming they are operating in that area   |  | Are all payment(s) up to date (i.e. not in arrears for more than 90 days?   |
|               | d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area                             |  | Was a Municipal Account Statement, signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?   |
|               | e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.<br><br><b>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></b> |  | All documents fully completed (i.e. no blank spaces)? All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, or <b>non-submission of the MBD forms</b> , will be considered)? |
|               | f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from  |  | Applicable for tenders above R10m in conjunction with MBD 5)  |

| CLAUSE NUMBER | TENDER DATA  |  |   |
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|               | <p>date of existence for companies less than three years old.</p> <p><b>NB:</b> The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>                               |  | <p>Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof that the bidder is not required by law to prepare audited financial statements.</p>                          |
|               | <p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p><b>NB:</b> It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p> |  | <p>If applicable. JV agreement provided? JV agreement complete and relevant?</p> <p>Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p> |
|               | <p>h) Bidder attended a compulsory briefing session where applicable</p>   |  | <p>A compulsory briefing register must be signed by the bidder.</p> <p><b>Bidders will be disqualified should they fail to attend compulsory briefing session</b></p>   |
|               | <p>i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.</p>   |  | <p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p><b>Bidder will be disqualified should they</b></p>   |

| CLAUSE NUMBER | TENDER DATA |  |  |
|---------------|-------------|--|--|
|               |             |  | <p>make corrections on the price schedule without attaching a signature or initialising thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p> |
|               |             |  |  |

## **1.2 Stage 2: MANDATORY REQUIREMENT**

Only tenders that fulfill all Mandatory Requirements will be considered for Stage 3: Functionality Criteria.

**The City reserves the right to verify the submitted document and contact the references submitted**

The Mandatory Requirement are as follows:

### **1) Bidders must submit proof of valid CIDB grading (3EP or higher).**

- The tenderer must have already obtained the minimum CIDB grade at the time of submitting the bid document.
- The tenderers CIDB registration must be valid at the time of submitting the bid document and also during the evaluation of the tender.
- Proof of CIDB registration and grading must be submitted as part of mandatory requirements.

### **2) The bidder must have successfully designed, supplied, installed, tested and commissioned a minimum of two (2) hybrid solar Photovoltaic (PV) projects of a minimum 150kVA system size. The bidder must submit completion certificates and reference letters indicating the following:**

- The project scope including plant size
- Value of work
- Date completed
- Employer contact information
- Must be on employer letterhead

### **3) The company must have a minimum banking rating of C to a value of R1,000, 000. The bidder must submit original Bank Stamped Letter. Bank rating letter must not be older than three months indicating their bank rating before closing of tender.**

### **4) Minimum requirements of qualifications and experience of Key Personnel (Bidders must submit certified copies of qualification, registration and curriculum vitae) :**

- a. Professional Electrical Engineer or Technologist

|  |   |
|--|---|
|  | <ul style="list-style-type: none"> <li>i. BSc, BEng or B-Tech Degree, (NQF Level 7) in Electrical Engineering</li> <li>ii. Registered as a Professional Engineer or Technologists with the Engineering Council of South Africa (ECSA).</li> <li>iii. Minimum of 3 (three) years of experience in designing, installing and commissioning solar PV embedded generation projects with similar scope of a solar hybrid system as per the scope of work.</li> <li>iv. In case the Electrical Engineer undertake the same role of a project manager, the Engineer/project manager must be registered with South African Council for Projects and Construction Management Profession (SACPCMP) and must demonstrate a minimum 3 (three) years of experience in both electrical engineering design and project management of solar PV embedded generation projects with similar scope of a solar hybrid system as per the scope of work.</li> </ul> <p>b. Electrician</p> <ul style="list-style-type: none"> <li>i. National diploma in Electrical Engineering</li> <li>ii. A valid Wireman's License or equivalent qualification issued by the Department of Employment and Labour.</li> <li>iii. Minimum of 3 (three) years of experience in electrical installation, completion of certificate of compliance (COC) and commissioning solar PV embedded generation projects with similar scope of a solar hybrid system as per the scope of work.</li> </ul> <p>c. Project Manager</p> <ul style="list-style-type: none"> <li>i. National Diploma in Project Management</li> <li>ii. Registered with South African Council for Projects and Construction Management Profession (SACPCMP)</li> <li>iii. Must demonstrate a minimum of 3 (three) years of experience in project management of solar PV embedded generation projects with similar scope of a solar hybrid system as per the scope of work.</li> </ul> |
|--|---|

|  |   |
|--|---|
|  | <p>d. Civil engineer</p> <ul style="list-style-type: none"> <li>i. BSc, BEng or B-Tech Degree (NQF level 7) in Civil Engineering</li> <li>ii. Registered as a Professional Engineer or Technologists with the Engineering Council of South Africa (ECSA).</li> <li>iii. Minimum of 3 (three) years of experience in conducting rooftop and structural assessment and commissioning for solar PV embedded generation projects with similar scope of a solar hybrid system as per the scope of work.</li> </ul> <p>e. Health and Safety Officer</p> <ul style="list-style-type: none"> <li>i. National diploma in Safety Management or Environmental Health</li> <li>ii. Registered with South African Council for Projects and Construction Management Profession (SACPCMP).</li> <li>iii. Minimum of 3 (three) years of experience in solar PV embedded generation projects with similar scope of a solar hybrid system as per the scope of work.</li> </ul> <p><b>5) Submission of technical documents</b></p> <p>The proposal must be accompanied by the following but not limited to:</p> <ul style="list-style-type: none"> <li>i. Datasheets, certificates of all equipment<br/>Bidder is required to submit datasheets of all equipment.<br/>Required Details: <ul style="list-style-type: none"> <li>• Full technical specifications (efficiency ratings, dimensions, weight, operating conditions, etc.).</li> <li>• Certifications and test reports of inverters, panels, battery, cable, AC and DC combiner boxes, circuit breakers and all other equipment necessary to complete the proposed system.</li> <li>• Hard copy document of all equipment datasheets (solar panels, inverters, mounting structures, cables, etc.).</li> <li>• If datasheets are in a foreign language, notarized English translations must be included.</li> <li>• Grouped by equipment type (e.g., PV modules, inverters) and secured in a labelled folder.</li> </ul> </li> </ul> |
|--|---|

|  |   |
|--|---|
|  | <p>ii. Warranty of key components and works as stipulated in Part C3 clause C.3.7.14</p> <p>iii. Bidder is required to submit a Single Line Diagram of the proposed solar hybrid system</p> <ul style="list-style-type: none"> <li>• Showing and labelled all components.</li> <li>• Printed on A4 or A3 paper (larger systems may use A3 for clarity).</li> <li>• Title block must include project name/location, revision number &amp; date (e.g., "Rev 2.0 – Jan 2025") and Engineer's signature, stamp, and license number.</li> <li>• No hand-drawn sketches, missing protection devices (e.g., SPDs, CBs), unlabelled components (every symbol must be identified) and blurry/low-resolution prints.</li> </ul> <p>iv. Solar photovoltaic array and layout as stipulated in Part C3 clause C3.7.2</p> <p>v. Solar PV simulation report including the degradation analysis with performance ration over 25 years.</p> <p>vi. Project plan and schedule as stipulated in Part C3 clause C3.7.15.2</p> <p>vii. Installation, operation and maintenance manuals.</p> <p>Bids that do not meet these requirements will be disqualified.</p> <p><b>1.1. Stage 3: FUNCTIONALITY CRITERIA</b></p> <p>The following criteria and weights will be applied when bids are assessed for functionality.</p> |
|--|---|



| CLAUSE NUMBER | TENDER DATA |   |  |                              |            |                           |
|---------------|-------------|---|--|------------------------------|------------|---------------------------|
|               | N<br>o.     | CRITERIA  | SUB-<br>CRITERIA   | SCALE                        | WEIG<br>HT | HIGH<br>POSSIBLE<br>SCORE |
|               | 1           | <b>Company Relevant Project Experience:</b><br>The bidder has successfully designed, supplied, installed, tested and commissioned a Hybrid Photovoltaic (PV) solar plant of a minimum 150kVA system size.<br>Proof accompanied by correspondence/reference letters from contactable referees (previous and/or current clients) indicating the bidder demonstrated experienced in successfully designing, supplying, installation, test and commissioning of solar photovoltaic systems, BESS and UPS within the past 5 years.<br>Completion certificates/ Correspondence / reference letters should have the following: <ul style="list-style-type: none"> <li>• The project scope including plant size</li> <li>• Value of work</li> <li>• Date completed</li> <li>• Employer contact information</li> <li>• Must be on employer letterhead</li> </ul> | Above 4 projects completed of a similar scope for a 150kVA or larger<br><br>4 projects completed of a similar scope for a 150kVA or larger<br><br>3 projects completed of a similar scope for a 150kVA or larger<br><br>2 projects completed of a similar scope for a 150kVA or larger | 5<br><br>4<br><br>3<br><br>2 | 12         | 60                        |
|               | 2           | <b>Experience of key staff:</b><br><b>General Experience and qualifications</b><br>Key Staff's experience that is relevant to the scope of work (Submit CVs and certified proof of qualifications as proof of compliance)<br>Key Staff as Indicated Below.  |  |                              |            |                           |
|               |             | i) Technologist/ Professional Electrical Engineer with years of experience in designing, installing and   | 3 to 4 years<br>Above 4 to 5 years   | 1<br>2                       | 2          | 10                        |

| CLAUSE NUMBER | TENDER DATA |  |                    |   |   |    |  |
|---------------|-------------|--|--------------------|---|---|----|--|
|               |             | commissioning solar PV embedded generation projects with similar scope of a solar hybrid system as per the scope of work   | Above 5 to 6 years | 3 |   |    |  |
|               |             |  | Above 6 to 7 years | 4 |   |    |  |
|               |             |  | Above 7 years      | 5 |   |    |  |
|               |             | ii) Electrician must have years of proven experience in electrical installation, completion of certificate of compliance (COC) and commissioning solar PV embedded generation projects with similar scope of a solar hybrid system as per the scope of work.                           | 3 to 4 years       | 1 | 2 | 10 |  |
|               |             |  | Above 4 to 5 years | 2 |   |    |  |
|               |             |  | Above 5 to 6 years | 3 |   |    |  |
|               |             |  | Above 6 to 7 years | 4 |   |    |  |
|               |             |  | Above 7 years      | 5 |   |    |  |
|               |             | iii) Civil/ Structural Engineer to approve the solar structure must have proven years of experience in conducting rooftop and structural assessment, and commissioning for solar PV embedded generation projects with similar scope of a solar hybrid system as per the scope of work. | 3 to 4 years       | 1 | 2 | 10 |  |
|               |             |  | Above 4 to 5 years | 2 |   |    |  |
|               |             |  | Above 5 to 6 years | 3 |   |    |  |
|               |             |  | Above 6 to 7 years | 4 |   |    |  |
|               |             |  | Above 7 years      | 5 |   |    |  |
|               |             | iv) Project Manager with proven years of experience in project management of solar PV embedded generation projects with similar scope of a solar hybrid system as per the scope of work  | 3 to 4 years       | 1 | 2 | 10 |  |
|               |             |  | Above 4 to 5 years | 2 |   |    |  |
|               |             |  | Above 5 to 6 years | 3 |   |    |  |
|               |             |  | Above 6 to 7 years | 4 |   |    |  |
|               |             |  | Above 7 years      | 5 |   |    |  |
|               |             | HIGHEST POSSIBLE SCORE   |                    |   |   |    |  |

| CLAUSE NUMBER |                           | TENDER DATA  |
|---------------|---------------------------|--|
|               |                           | The maximum possible score that can be achieved for functionality is 100.<br><b>Bids that do not achieve a minimum score of 70 (out of 100) for functionality will not be considered in the next stage go financial proposal. This is a two-stage tender process only bidders that achieved the minimum score of 70 out of 100 will be invited for the second stage process.</b>   |
|               |                           | i. The service provider must comply with the Occupational Health and Safety Act 85 of 1993 and its regulation. OHS plan must be submitted with tender documents  |
| C.2.2         | Cost of Tendering         | The employer <b>will not</b> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.   |
| C.2.7         | Clarification meeting     | The arrangements for a <b>compulsory</b> clarification meeting are as stated in the tender notice and invitation to tender.<br><br>Confirmation of attendance will be recorded in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.<br><br><b>Tender documents will not be made available at the clarification meeting.</b>  |
| C.2.8         | Seek clarification        | <b>Replace</b> the clause with the following:<br><i>Request clarification of the tender documents, if necessary, by notifying the employer at least <b>5 (Five) working days before the closing time stated in the tender data.</b></i>  |
| C2.9          | Insurance                 | The tenderer must take out their own insurance which will be verified by the Employer.   |
| C.2.12        | Alternative offers        | Alternative tender offers will <b>not</b> be considered.   |
| C2.13.        | Submitting a tender offer | The tender offer <b>shall be completed in non-erasable black ink pen</b><br>Any entry made by the tenderer in the document which the tenderer desires to change, <b>shall not be erased or painted out.</b> A line shall be drawn through the incorrect entry and the correct entry shall be written above in <b>non-erasable black ink pen</b> and the <b>full signature</b> of the tenderer shall be placed next to the correction.<br><br>Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data described in the scope of work, unless stated otherwise in the tender data. |
| C2.13.2       |                           | <b>Replace</b> the contents of the clause with the following:<br><i>Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</i>  |

| CLAUSE NUMBER | TENDER DATA  |
|---------------|--|
|               | <p><i>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</i></p> <p><i>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</i></p>   |
| C2.13.3       | <p>Parts of each tender offer communicated on paper shall be submitted as <b>an original, plus a scanned copy in PDF format on a compact disc or memory stick</b>. In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the <b>fully completed and signed</b> tender submission document. This is to be on a Compact Disc (CD or DVD) or memory stick attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in full colour.</p>  |
| C2.13.4       | <p><b>Add</b> the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a <b>COMPANY</b> submitting a tender, include a copy of a <b><u>resolution by its board of directors</u></b> authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b><u>resolution by its members</u></b> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i></p> <p><i>In the case of a <b>PARTNERSHIP</b> submitting a tender, <b><u>all the partners</u></b> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <b><u>proof of such authorisation</u></b> shall be included in the Tender.</i></p> <p><i>In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include a <b><u>resolution of each company</u></b> of the joint venture together with a <b><u>resolution by its members</u></b> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><b><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></b></p> |
| C2.13.5       | <p>The identification details are:</p> <p>Tender Reference: EEBU 09-2025/26</p> <p>Tender Description: REQUEST FOR PROPOSALS (RFP) FOR A TURNKEY SOLUTION FOR THE DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A HYBRID PHOTOVOLTAIC (PV) EMBEDDED GENERATION SYSTEM FOR THE CITY OF TSHWANE ELECTRICITY NETWORK CONTROL CENTRE FOR A ONE-YEAR PERIOD</p> <p>Closing Time: 10H00am</p> <p>Closing Date: 27 February 2026</p>   |

| CLAUSE NUMBER   | TENDER DATA  |
|---|--|
|   | <p><i>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at:</i></p> <p><b>TSHWANE HOUSE<br/>(TENDER BOX AT THE ENTRANCE OF TSHWANE HOUSE)<br/>Tshwane House<br/>320 Madiba Street<br/>PRETORIA CBD<br/>0002</b></p> <p>This address is 24 hours available for delivery of tender offers.<br/>Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.</p>   |
| C.2.13.9  | Telephonic, telegraphic, telex, facsimile or e-mailed offers will <b>not</b> be accepted.  |
| C.2.13.10   | <p><b>Add</b> the following sub- clause C.2.13.10:</p> <p><i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i></p>   |
| C.2.14 Information and data to be completed in all respects | <p><b>Add</b> the following to the clause:</p> <p><i>The Tenderer is required to enter information in the following sections of the document:</i></p> <p><i>Section T2.2: Returnable Schedules</i></p> <p><i>Part C1: Agreements and Contract Data</i></p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p> <p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p> <p><i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i></p> |
| C.2.15 Closing time   | The closing time for submission of tender offers is stated in the tender notice and invitation to tender.  |

| CLAUSE NUMBER  | TENDER DATA  |
|--|--|
| <p>C.2.16 Tender offer validity</p> <p>C.2.16.5</p>                                  | <p>The tender offer validity period is <b>90 days</b>.<br/>The validity period for the tender after closure is <b>90 days</b>. CoT shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.</p> <p><b>Add</b> the following new clause<br/><i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i></p>   |
| <p>C.2.18 Provide other material</p>   | <p>The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>  |
| <p>C.2.19 Inspections, tests and analysis</p>  | <p><b>Add</b> the following at the end of the clause:<br/><i>.... or upon written request.</i></p>   |
| <p>C.2.20 Submit securities, bonds, policies, etc.</p>                               | <p>The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the performance bond to the format included in Section C1.3 of this procurement document.</p>   |
| <p>C.2.23 Certificates</p>   | <p>Refer to part T2 of this procurement document for a list of the documents that are to be returned with the tender.</p>  |
| <p>C.2.24 <i>Canvassing and obtaining of additional information by tenderers</i></p> | <p><b>Add</b> the following new clause<br/><i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i><br/><i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i></p>   |
| <p>C.2.25 <i>Prohibitions on awards to persons in service of the state</i></p>       | <p><b>Add</b> the following new clause<br/><i>The Employer is prohibited to award a tender to a person -</i><br/> a) <i>who is in the service of the state; or</i><br/> b) <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i><br/> c) <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i><br/><br/> <i>In the service of the state means to be -</i><br/> a) <i>a member of:-</i><br/> <ul style="list-style-type: none"> <li>• <i>any municipal council;</i></li> <li>• <i>any provincial legislature; or</i></li> <li>• <i>the National Assembly or the National Council of Provinces;</i></li> </ul> b) <i>a member of the board of directors of any municipal entity;</i><br/> c) <i>an official of any municipality or municipal entity;</i></p> |

| CLAUSE NUMBER  | TENDER DATA  |
|--|--|
|  | <p>d) an employee of any national or provincial department;<br/> e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);<br/> f) a member of the accounting authority of any national or provincial public entity; or<br/> g) an employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>   |
| <p>C2.26 Awards to close family members of persons in the service of the state</p> | <p><b>Add</b> the following new clause</p> <p><i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i></p> <p>a) the name of that person;<br/> b) the capacity in which that person is in the service of the state; and<br/> c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>                              |
| <p>C2.27 Vendor registration</p>   | <p><b>Add</b> the following new clause</p> <p><i>The contractor will required registering as a supplier/ service provider on the City of Tshwane's vendor register before any payment can be done.</i></p> <p><i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i></p> <p><i>Vendor registration documents and support is available from the Procurement Advice Centre or from <a href="http://www.tshwane.gov.za/procurement.cfm">http://www.tshwane.gov.za/procurement.cfm</a></i></p> <p><i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause</i></p>   |
| <p>C2.29 Tax</p>   | <p><b>Add</b> the following new clause:</p> <p><b>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</b></p> <p><i>The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.</i></p> <p><i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non- compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof</i></p> |

| CLAUSE NUMBER  | TENDER DATA   |
|--|---|
|  | <p><i>of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i></p> <p><i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18.</i></p>   |
| <p>C.3.1      Respond to requests from the tenderer</p> <p>C.3.1.1</p> | <p>The employer will respond to requests for clarification up to 7 <b>(seven) working days</b> before the tender closing time.</p>  |
| <p>C.3.4      Opening of tender submissions</p>                        | <p>Tenders will be opened immediately after the closing time for tenders</p>  |
| <p>C3.11.      Evaluation of tender offers</p>                         | <p>Bids will be evaluated in three stages, namely:</p> <ul style="list-style-type: none"> <li>•            Stage 1: Administration Compliance</li> <li>•            Stage 2: Mandatory Requirements</li> <li>•            Stage 3: Functionality Criteria</li> </ul>  |
| <p>C.3.13      Acceptance of Tender Offer</p>                          | <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a.)    the tenderer has complied in full with all eligibility criteria</li> <li>b.)    the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18;</li> <li>c.)    the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Section C1.3 of this procurement document;</li> <li>d.)    the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</li> <li>e.)    the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</li> <li>f.)    the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>g.)    the tenderer has not: <ul style="list-style-type: none"> <li>i)    abused the Employer's Supply Chain Management System; or</li> <li>ii)   failed to perform on any previous contract and has been given a written notice to this effect.</li> </ul> </li> <li>h.)    the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</li> <li>i.)    the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> </ul> |



| CLAUSE NUMBER                  | TENDER DATA   |
|--------------------------------|---|
|                                | <p>j.) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> |
| C.3.17      Copies of Contract | <b>One</b> signed copy of the contract shall be provided by the Employer to the successful Tenderer.  |

## **T1.3 STANDARD CONDITIONS OF TENDER**

### **c.1 General**

#### **c.1.1 Actions**

**C.1.1.1** The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**C.1.1.2** The Employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

**Note:** 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

**C.1.1.3** The Employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### **c.1.2 Tender Documents**

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data.

#### **c.1.3 Interpretation**

**C.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**C.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**C.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and Employer's agent**

Each communication between the Employer and a tenderer shall be to or from the Employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Employer's agent are stated in the tender data.

#### **C.1.5 Cancellation and re-invitation of tenders**

**C.1.5.1** An organ of state may, prior to the award of the tender, cancel the tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested;  
or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.
- (d) there is a material irregularity in the tender process.

**F.1.5.2** The decision to cancel the tender must be published in the CIDB website and in the Tender Bulletin for the media in which the original tender invitation as advertised.

**C.1.5.3** An Employer may only with the prior approval of the relevant Treasury cancel a tender invitation for a second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **C.1.6.2 Competitive negotiation procedure**

**C.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the Employer shall announce only the names of the

tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

- C.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

- C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

- C.1.6.2.4** The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

**C.1.6.3 Proposal procedure using the two stage-system**

**C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**C.1.6.3.2 Option 2**

- C.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

- C.1.6.3.2.2** The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

**C.2 Tenderer's obligations**

**C.2.1 Eligibility**

- C.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.

- C.2.1.2** Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

**C.2.2 Cost of tendering**

- C.2.2.1** Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
- C.2.2.2** The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.
- C.2.3** **Check documents**
- Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.
- C.2.4** **Confidentiality and copyright of documents**
- Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
- C.2.5** **Reference documents**
- Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
- C.2.6** **Acknowledge addenda**
- Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
- C.2.7** **Clarification meeting**
- Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
- C.2.8** **Seek clarification**
- Request clarification of the tender documents, if necessary, by notifying the Employer at least five (5) working days before the closing time stated in the tender data.
- C.2.9** **Insurance**
- Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
- C.2.10** **Pricing the tender offer**
- C.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

- C.2.10.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
- C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
- C.2.11 Alterations to documents**
- Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
- C.2.12 Alternative tender offers**
- C.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.
- C.2.12.3** An alternative tender offer may only be considered in the event that the main tender is the winning tender.
- C.2.13 Submitting a tender offer**
- C.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2** Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining

returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the Employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.

**C.2.13.8** Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

**C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.

**C.2.15 Closing time**

**C.2.15.1** Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**C.2.15.2** Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

**C.2.16.1** Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**C.2.16.2** If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period, but no longer than 12 weeks.

**C.2.16.3** Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

**C.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.

**C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**C.2.18 Provide other material**

**C.2.18.1** Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

**C.2.18.2** Dispose of samples of materials provided for evaluation by the Employer, where required.

**C.2.19 Inspections, test and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**C.2.20 Submit securities, bonds and policies**

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**C.2.21 Check final draft**

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

**C.2.22 Return of other tender documents**

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

**C.2.23 Certificates**

Include in the tender submission or provide the Employer with any certificates as stated in the tender data.

**C.3 The Employer's undertakings**

**C.3.1 Respond to requests from the tenderer**

**C.3.1.1** Unless otherwise stated in the tender data respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**C.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;



- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

**C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**C.3.4 Opening of tender submissions**

**C.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**C.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

**C.3.4.3** Make available the record outlined in C.3.4.2 to all interested persons upon request.

**C.3.5 Two-envelope system**

**C.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**C.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality

**C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and

recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**C.3.8 Test for responsiveness**

**C.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**C.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**C.3.9 Arithmetical errors, omissions and discrepancies**

**C.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**C.3.9.2** Check the highest-ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

ii) the summation of the prices.

**C.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

**C.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

**C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project-specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the Employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require Employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

| <b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b> |   |
|---|---|
| <b>Requirement</b>  | <b>Qualitative interpretation of the goal</b>   |
| Fair  | The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information. |
| Equitable   | Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.  |

|                |  |
|----------------|--|
| Transparent    | The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.               |
| Competitive    | The system provides for appropriate levels of competition to ensure cost-effective and best-value outcomes.  |
| Cost-effective | The processes, procedures and methods are standardized with sufficient flexibility to attain the best value outcomes with respect of quality, timing and price, and least resources to effectively manage and control procurement processes. |

#### **C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **C.3.12 Insurance provided by the Employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/or certificates of insurance which the conditions of contract identified in the contract data, require the Employer to provide.

#### **C.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in Chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

#### **C.3.14 Prepare contract documents**

- C.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:
- a) addenda issued during the tender period,
  - b) inclusion of some of the returnable documents, and
  - c) other revisions agreed between the Employer and the successful tenderer.
- C.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.
- C.3.15** **Complete adjudicator's contract**
- Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
- C.3.16** **Registration of the award**
- C.3.16.1** An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.
- C.3.16.2** After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.
- C.3.17** **Provide copies of the contracts**
- Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
- C.3.18** **Provide written reasons for actions taken**
- Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

## **PART T2:      RETURNABLE DOCUMENTS**

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## T2.1 LIST OF RETURNABLE DOCUMENTS

### RD.A RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES

**Note:** *Failure to fully complete and submit the applicable documents will result in the tender offer being disqualified from further consideration*

| Document Name   | Reference    | Confirmation of Document Included<br>(Tenders may use this column to confirm documents have been completed and included in the tender) |
|---|--------------|--|
| Form of offer and acceptance  | Section C1.1 |  |
| Compulsory Enterprise Questionnaire   | Form RD.A.1  |  |
| <b>MBD 4:</b> Declaration of interest   | Form RD.A.2  |  |
| <b>MBD 8:</b> Declaration of tenderer's past supply chain management practises                                      | Form RD.A.3  |  |
| <b>MBD 9:</b> Certificate of independent tender determination   | Form RD.A.4  |  |
| Certificate of authority of signatory   | Form RD.A.5  |  |
| Certificate of authority of signatory for joint ventures and consortia  | Form RD.A.6  |  |
| Proof of registration in terms of the South African Council for the Project and Construction Management Professions | Form RD.A.7  |  |

### RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

**Note:** *Failure to submit the applicable documents will result in the tender offer being awarded 0 (zero) preference points*

| Document Name  | Reference   | Confirmation of Document Included<br>(Tenders may use this column to confirm documents have been completed and included in the tender) |
|--|-------------|--|
| Preference Points claim form in terms of the Preferential procurement regulations 2022   | Form RD.B.1 | Not Applicable   |
| Valid B-BBEE Status Level of Contributor Certificate   | Form RD.B.2 | Not Applicable   |
| B-BBEE Exempted Micro Enterprise – Sworn Affidavit   | Form RD.B.3 | Not Applicable   |
| Promotion of local enterprises (Local Economic Participation)  | Form RD.B.4 | Not Applicable   |
| Certified copy of Identity Document/s proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership) | Form RD.B.5 | Not Applicable   |

|   |             |                |
|---|-------------|----------------|
| Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers) proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership | Form RD.B.6 | Not Applicable |
|---|-------------|----------------|



**RD.C      ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

| <b>Document Name</b>                                      | <b>Reference</b>  | <b>Confirmation of Document Included</b><br>(Tenders may use this column to confirm documents have been completed and included in the tender) |
|---|-------------------|---|
| Tax clearance certificate                                 | Must be submitted |   |
| Schedule of Tenderer's experience                         | RD.C.1            |   |
| Schedule of Proposed Subcontractors                       | RD.C.2            |   |
| Schedule of Plant and Equipment                           | RD.C.3            |   |
| Compliance with OHSA (Act 85 of 1993)                     | RD.C.4            |   |
| Record of services provided to organs of state            | RD.C.5            |   |
| Company information for tenders greater than R 10 million | RD.C.6            |   |
| Classification of Business                                | RD.C.7            |   |
| Certificate of Authority of Signatory                     | RD.C.8            |   |
| Status of Concern Submitting Tender                       | RD.C.9            |   |
| Proof of Registration with the CIDB 3EP or higher         | As required       |   |
| Certificate of independent bid determination              | RD.C.10           |   |
| Bank Rating Report  | Form RD.C.11      |   |

**RD.D      ADDITIONAL RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

| <b>Document Name</b>  | <b>Reference</b> | <b>Confirmation of Document Included</b><br>(Tenders may use this column to confirm documents have been completed and included in the tender) |
|---|------------------|---|
| Evaluation Schedule: Test Certificates for Electrical Equipment | RD.D.1           |   |
| Estimated Monthly Expenditure on Contract Works by Tenderer     | RD.D.2           |   |
| Key-Personnel / Management and Supervisory Staff                | RD.D.3           |   |
| Quality Management Systems                                      | RD.D.4           |   |

**RD.E      OTHER DOCUMENTS THAT WILL INCORPORATED INTO THE CONTRACT**

| <b>Document Name</b>                                 | <b>Reference</b> | <b>Confirmation of Document Included</b><br>(Tenders may use this column to confirm documents have been completed and included in the tender) |
|--|------------------|---|
| Form of offer and acceptance                         | Section C1.1     |   |
| Data provided by the contractor                      | Section C1.2     |   |
| Activity Schedules / Bill of Quantities              | Section C2       |   |
| Record of addenda to tender documents                | RD.E.1           |   |
| Proposed amendments                                  | RD.E.2           |   |
| Cost price adjustment (CPA) Local contents (SEIFSA)  | RD.E.3           |   |
| Cost price adjustment (CPA) Imported content (FOREX) | RD.E.4           |   |
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## T2.2 RETURNABLE SCHEDULES

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The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of Enterprise:**

**Section 2: VAT registration number, if any:**

**Section 3: CIDB registration number, if any:**

**Section 4: CSD number:**

**Section 5: Particulars of sole proprietors and partners in partnerships:**

| Name* | Identity Number* | Personal Income Tax Number* |
|-------|------------------|-----------------------------|
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

|  |  |          |  |
|--|--|----------|--|
| <b>Section 6: Particulars of companies and close corporations</b>  |  |          |  |
| Company registration number:   |  |          |  |
| Close corporation number:  |  |          |  |
| Tax reference number:  |  |          |  |
| <b>Section 7: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</b>  |  |          |  |
| <b>Section 9: MBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</b>  |  |          |  |
| <b>Section 10: MBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</b>   |  |          |  |
| <p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:</p> <ul style="list-style-type: none"> <li>i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;</li> <li>ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;</li> <li>iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;</li> <li>iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and</li> <li>v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.</li> </ul> |  |          |  |
| Signed:  |  | Date:    |  |
| Name:  |  | Position |  |
| Enterprise Name:   |  |          |  |

**FORM RD.A.1      MBD 4:**

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....

- 3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>) .....
- 3.4 Company Registration Number: .....
- 3.5 Tax Reference Number: .....
- 3.6 VAT Registration Number: .....
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
- 3.8.1 If yes, furnish particulars. ....

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 3.9 Have you been in the service of the state for the past twelve months? **YES/NO**
- 3.9.1 If yes, furnish particulars. ....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.10.1 If yes, furnish particulars. ....
- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars. ....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars. ....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars. ....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars: ....

.....

1. Full details of directors / trustees / members / shareholders.

[illegible]

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature: \_\_\_\_\_



Date:

**FORM RD.A.3      MBD 8: DECLARATION OF TENDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES**

1. This municipal tender document must form part of all tenders invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be rejected if that tenderer, or any of it's directors have:
  - a. abused the municipality's/municipal entity's supply management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

| Item | Question  | Response |    |
|------|---|----------|----|
| 4.1  | Is the tenderer, any of it's directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?<br><b>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</b>   | YES      | NO |
|      | If so, furnish particulars:   |          |    |
| 4.2  | Is the tenderer or any of it's directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)?<br><b>(The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.)</b> | YES      | NO |
|      | If so, furnish particulars:   |          |    |
| 4.3  | Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?  | YES      | NO |
|      | If so, furnish particulars:   |          |    |

| Item | Question   | Response |    |
|------|--|----------|----|
|      |  |          |    |
| 4.4  | Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or to any other municipality/municipal entity, that is in arrears for more than three months? | YES      | NO |
|      | If so, furnish particulars:  |          |    |
| 4.5  | Was any contract between the tenderer and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                       | YES      | NO |
|      | If so, furnish particulars:  |          |    |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

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

#### FORM RD.A.4 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids <sup>1</sup>invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or bid rigging<sup>2</sup>). Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. Take all reasonable steps to prevent such abuse;
  - b. Reject the tender of any tenderer if that tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the tendering process or the execution of the contract.
4. This will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

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<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

#### RD.A. 5 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

**EEBU 09- 2025/ 26 REQUEST FOR PROPOSAL (RFP) FOR A TURNKEY SOLUTION FOR THE DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A HYBRID PHOTOVOLTAIC (PV) EMBEDDED GENERATION SYSTEM FOR THE CITY OF TSHWANE ELECTRICITY NETWORK CONTROL CENTRE FOR A ONE-YEAR PERIOD**

in response to the invitation for the tender made by

**City of Tshwane Metropolitan Municipality**

do hereby make the following statement that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_  
that:  
(Name of tenderer)

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorised by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorised by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word “competitor” shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
  - a. Has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - b. Could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>33</sup> will not be construed as collusive tendering.

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<sup>3</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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement of arrangement with any competitor regarding:
- a. Prices;
  - b. Geographical area where product of services will be rendered (market allocation);
  - c. Methods, factors of formulas used to calculate prices;
  - d. The intention or decision to submit or not to submit, a tender;
  - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
  - f. Tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practises related to tenders and contracts, tenders 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 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.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

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

**FORM RD.A.5      CERTIFICATE OF AUTHORITY OF SIGNATORY****RESOLUTION** of the meeting of the \*Board of Directors/Members/Partners of

---

(Legally correct full name and registration number, if applicable, of the enterprise)

Held at: \_\_\_\_\_ (place)

On: \_\_\_\_\_ (date)

**RESOLVED** that:

1. The enterprise submits a tender to the Tshwane Metro Municipality in respect of the following project:

Tender Number:

**EEBU 09-2025/ 26**

Tender Description:

**REQUEST FOR PROPOSALS (RFP) FOR A TURNKEY SOLUTION FOR THE DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A HYBRID PHOTOVOLTAIC (PV) EMBEDDED GENERATION SYSTEM FOR THE CITY OF TSHWANE ELECTRICITY NETWORK CONTROL CENTRE FOR A ONE-YEAR PERIOD**

2. \*Mr/Ms:

in \*his/her capacity as

and who will sign as follow:

|                 |                 |
|-----------------|-----------------|
| Proof signature | Proof signature |
|-----------------|-----------------|

be, and is hereby authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

| NAME | CAPACITY | SIGNATURE |
|------|----------|-----------|
|      |          |           |
|      |          |           |
|      |          |           |
|      |          |           |
|      |          |           |
|      |          |           |
|      |          |           |

Note:

Enterprise stamp

|   |  |
|---|--|
| 1. *Delete which is not applicable.   |  |
| 2. IMPORTANT: This resolution <u>must</u> be signed by all the directors/members/ partners of the tendering enterprise.                                   |  |
| 3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page. |  |

**FORM RD.A.6 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA**

\*Joint venture/consortium name: \_\_\_\_\_

We, the undersigned, are submitting this tender in a \*joint venture/consortium and hereby authorise \*Mr/Ms  
 \_\_\_\_\_ authorised signatory of the enterprise  
 \_\_\_\_\_ acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the \*joint venture/consortium mentioned above.

| Registered name of enterprise | Registration number | % of contract value | Address | Duly authorised signatory | Mark with (x) for lead partner |
|-------------------------------|---------------------|---------------------|---------|---------------------------|--------------------------------|
|                               |                     |                     |         |                           |                                |
|                               |                     |                     |         |                           |                                |
|                               |                     |                     |         |                           |                                |
|                               |                     |                     |         |                           |                                |
|                               |                     |                     |         |                           |                                |
|                               |                     |                     |         |                           |                                |
|                               |                     |                     |         |                           |                                |



|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

**Note:**

1. \*Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorised signatory for each party to the joint venture/consortium must complete a Form RD.C.15.
3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**FORM RD.A.7     PROOF OF REGISTRATION IN TERMS OF THE SOUTH AFRICAN COUNCIL FOR THE PROJECT AND CONSTRUCTION MANAGEMENT PROFESSIONS**

The tenderer must provide proof of persons in their **full-time employ** that are registered in terms of Project and Construction Management Professions Act, 2000 (Act No 48 of 2000). The tenderer must confirm that registered employees are in their full-time employ by means of a declaration to this effect on the company's letterhead and duly signed.

| NAME | REGISTRATION          |            |                | Confirm full time employed |
|------|-----------------------|------------|----------------|----------------------------|
|      | Professional Category | Discipline | SACPCMP Number |                            |
|      |                       |            |                |                            |
|      |                       |            |                |                            |
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|      |                       |            |                |                            |
|      |                       |            |                |                            |

(Attach required documentary proof to this page)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

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

MBD 6.1

**FORM RD.B.1**  
**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL**  
**PROCUREMENT REGULATIONS 2022**

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

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

---

**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

|   | Points |
|---|--------|
| PRICE                                     | 80     |
| SPECIFIC GOALS                            | 20     |
| TOTAL POINTS FOR PRICE AND SPECIFIC GOALS | 100    |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20                      or                      90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

|   |           |   |
|---|-----------|---|
| <b>80/20</b>  | <b>or</b> | <b>90/10</b>  |
| $Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or }$ |           | $Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$ |

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

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

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

| Specific goals  | 80/20 preference point system   | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|---|---|--|
| BB-BEE score of companies <ul style="list-style-type: none"> <li>• Level 1</li> <li>• Level 2</li> <li>• Level 3</li> <li>• Level 4</li> <li>• Level 5</li> <li>• Level 6</li> <li>• Level 7</li> <li>• Level 8</li> <li>• Non-compliant</li> </ul> | <ul style="list-style-type: none"> <li>• 8 Points</li> <li>• 7 Points</li> <li>• 6 Points</li> <li>• 5 Points</li> <li>• 4 Points</li> <li>• 3 Points</li> <li>• 2 Points</li> <li>• 1 Point</li> <li>• 0 Points</li> </ul> |  |
| EME and/ or QSE   | 2 Points  |  |
| At least 51% of Women-owned companies   | 2 Points  |  |
| At least 51% owned companies by People with disability  | 2 Points  |  |
| At least 51% owned companies by Youth   | 2 Point   |  |
| Local Economic Participation <ul style="list-style-type: none"> <li>• City of Tshwane</li> <li>• Gauteng</li> <li>• National</li> </ul>   | 4 Points<br>2 Points<br>1 Point   |  |

**N.B** For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name \_\_\_\_\_ of  
company/firm.....

4.4. Company \_\_\_\_\_ registration \_\_\_\_\_ number:  
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

|                                    |       |
|------------------------------------|-------|
| .....                              |       |
| <b>SIGNATURE(S) OF TENDERER(S)</b> |       |
| <b>SURNAME AND NAME:</b>           | ..... |
| <b>DATE:</b>                       | ..... |
| <b>ADDRESS:</b>                    | ..... |
|                                    | ..... |
|                                    | ..... |
|                                    | ..... |



**FORM RD.B.1      VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE**

Submit B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA).

**NOTE:**

1. Attach original copy of B-BBEE Verification Certificate to this page.
2. In the case of a joint venture / consortium parties must each attach original copy of their B-BBEE Verification Certificates.

I, the undersigned

|                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| <b>Full Name &amp; Surname</b> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Identity Number</b>         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Hereby declare under oath as follow:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

|                            |  |
|----------------------------|--|
| <b>Enterprise Name</b>     |  |
| <b>Trading Name</b>        |  |
| <b>Registration Number</b> |  |
| <b>Enterprise Address</b>  |  |

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % black owned;
- The enterprise is \_\_\_\_\_ % woman owned;
- The enterprise is \_\_\_\_\_ % owned companies by People with disability;
- The enterprise is \_\_\_\_\_ % owned companies by Youth;
- Based on the audited management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R 10,000,000 (ten million rands);
- Please confirm on the below the B-BBEE level contributor, by ticking the applicable box.

100% Black owned    **Level One** (135% B-BBEE procurement recognition)

More than 51% Black owned    **Level Two** (125% B-BBEE procurement recognition)

Less than 51% Black owned    **Level Four** (100% B-BBEE procurement recognition)

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice

5. I know and understand the contents of the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 (twelve) month from the date signed by the commissioner.

Deponent Signature:

Date:

Commissioner of oaths  
(Signature and stamp)

1. Attach original or certified copy of CSD registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) the joint venture / consortium must attach original or certified copy of their CSD registration certificate to this page.

**FORM RD.B.4      PROMOTION OF LOCAL ENTERPRISES**

The City of Tshwane has mandated the promotion of local enterprises. To comply with this the tenderer must provide proof of the type of business unit and whether the unit resides within the Tshwane and will be scored as follow:

If 80/20 preference point system applies:

|                               | <b>Promotion of local enterprises</b>   |
|-------------------------------|---|
| <b>No Response (score 0)</b>  | The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,  |
| <b>Satisfactory (score 1)</b> | The tenderer operates a head office or fully staffed office or his sole office outside the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality) |
| <b>Good (score 2)</b>         | The tenderer's office resides within the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)   |
| <b>Very good (score 4)</b>    | The tenderer's office resides within the boundaries of the Tshwane Metropolitan Municipality.   |

Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement should be attached as evidence.

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

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

The City of Tshwane has mandate for the promotion At least 51% Women owned companies and At least 51% owned companies by youth. To comply with this the tenderer must provide Certified copy of Identity Document/s that proof that company is 51% owned by Women or youth

|                                  | <b>promotion At least 51% Women owned companies and At least 51% owned companies by youth</b>   |
|----------------------------------|---|
| <b>No Response<br/>(score 0)</b> | The tenderer did not respond or comply with this evaluation schedule.<br>A score of 0 will also be awarded for any misrepresentation made in this regard,   |
| <b>Good<br/>(score 1)</b>        | Certified copy of Identity Document/s that proof that company is 51% owned by Women and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership |
| <b>Good<br/>(score 2)</b>        | Certified copy of Identity Document/s that proof that company is 51% owned by youth and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership |

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

**Person authorized to sign the tender:**

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

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

## FORM RD.B.6 At least 51% owned companies by People with disability

The City of Tshwane has mandate for the promotion of At least 51% owned companies by People with disability. To comply with this the tenderer must provide Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers that proof that company is 51% owned by People with disability.

|                                  | Promotion of At least 51% owned companies by People with disability  |
|----------------------------------|--|
| <b>No Response<br/>(score 0)</b> | The tenderer did not respond or comply with this evaluation schedule.<br>A score of 0 will also be awarded for any misrepresentation made in this regard,  |
| <b>Good<br/>(score 2)</b>        | Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership |

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

**Person authorized to sign the tender:**

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

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

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za)

Attach Tax Certificate/s to this page

**FORM RD.C.1: SCHEDULE OF TENDERER'S EXPERIENCE**

The following is a statement of similar work successfully executed by myself/ourselves.

| Employer, contact person and telephone number | Description of contract | Value of work | *Date of appointment | **Date of completion |
|---|-------------------------|---------------|----------------------|----------------------|
|   |                         |               |                      |                      |
|   |                         |               |                      |                      |
|   |                         |               |                      |                      |
|   |                         |               |                      |                      |
|   |                         |               |                      |                      |

\* Attach signed copies of contract appointment letters

\*\* Attach signed copies of contract completion certificates

(Attach additional pages if more space is required)



|   |  |   |    |   |    |
|---|--|---|----|---|----|
| 1 | <p>Evaluate the tenderer's technical capability through documentary proof of the tender's previous experience in managing contracts for the supply, delivery, installation, testing and commissioning of electrical equipment.</p> <p>Complete Form RD.C.1 and attach signed copies of contract appointment letters and project completion certificates for work successfully completed by the tenderer (Failure to complete Form RD.C.1 and attachment of supporting documents will result in automatic disqualification)</p> <p><b>Company Relevant Experience:</b><br/>The bidder must have at least five (5) years' experience in designing, supply, installation testing and commissioning of Photovoltaic Small Scale Embedded Generation systems of 150kVA or larger.</p> <p>Proof accompanied by correspondence/reference letters from contactable referees (previous and/or current clients) indicating the bidder demonstrated experienced in successfully designing, supplying, installation, test and commissioning of solar photovoltaic systems, BESS and UPS within the past 5 years.</p> <p>Completion certificates/ Correspondence / reference letters should have the following:</p> <ul style="list-style-type: none"> <li>• The project scope including plant size</li> <li>• Value of work</li> <li>• Date completed</li> <li>• Employer contact information</li> <li>• Must be on employer letterhead</li> </ul> | 10 projects completed of a similar scope for a 150kVA or larger | 10 | 6 | 60 |
|   |  | 8 projects completed of a similar scope for a 150kVA or larger  | 8  |   |    |
|   |  | 6 projects completed of a similar scope for a 150kVA or larger  | 6  |   |    |
|   |  | 4 projects completed of a similar scope for a 150kVA or larger  | 4  |   |    |
|   |  | 2 projects completed of a similar scope for a 150kVA or larger  | 2  |   |    |

**FORM RD.C.2      SCHEDULE OF PROPOSED SUBCONTRACTORS**

You, the client, are hereby notified that it is our intention to employ the following Subcontractors for work on this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

|    | NAME AND ADDRESS OF PROPOSED SUBCONTRACTOR | NATURE AND EXTENT OF WORK |
|----|--|---------------------------|
| 1. |  |                           |
| 2. |  |                           |
| 3. |  |                           |
| 4. |  |                           |

|    |  |  |
|----|--|--|
| 5. |  |  |
|----|--|--|

**FORM RD.C.3      SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

**1. Details of major equipment that is owned by and immediately available for this contract.**

| QUANTITY | DESCRIPTION, SIZE, CAPACITY, ETC. |
|----------|-----------------------------------|
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |

(Attach additional pages if more space is required)

**2. Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.**

| QUANTITY | DESCRIPTION, SIZE, CAPACITY, ETC. |
|----------|-----------------------------------|
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |
|          |                                   |

(Attach additional pages if more space is required)

**FORM RD.C.4 COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

(Tick applicable box)

|   |     |    |
|---|-----|----|
| 1. Is your company familiar with the OHSA (ACT 85 of 1993) and its Regulations? Do you have a copy available?   | YES | NO |
| 2. Who will prepare your company's Health and Safety Plan?<br>Provide a copy of the person/s curriculum vitae/s or company profile.   |     |    |
| 3. Does your company have a health and safety policy?<br>If YES provide a copy.   | YES | NO |
| 4. How is this policy communicated to your employees?<br>Provide supporting documentation.  | YES | NO |
| 5. Does your company keep record of safety aspects of each site where work is performed?<br>If YES what records are kept?   | YES | NO |
| 6. Does your company conduct monthly safety meetings?<br>If YES, provide copies of the Minutes of the last 2 meetings held.   | YES | NO |
| 7. Does your company have a safety officer in its employment, responsible for overall safety of your company?<br>If YES, explain his duties and provide a copy of his CV ( <i>only if not the same person as in question 2 above</i> ).<br>If NO, indicate who will be appointed as safety officer for this project and provide a copy of his/her CV. | YES | NO |
| 8. Indicate the total number of employees in the Company.   |     |    |
| 9. Does your company have trained first aid employees?<br>If YES, indicate who.   | YES | NO |
| 10. Does your company have a safety induction training programme in place?<br>If YES, provide a summary of topics covered in such induction training programme.   | YES | NO |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

**Person authorized to sign the tender:**

Full name (in BLOCK letters):

Signature:

Date:

**FORM RD.C.5      RECORD OF SERVICES PROVIDED TO ORGANS OF STATE**

Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the employer. Tenderers must not include services provided in terms of a sub-contract agreement.

Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation

| ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS |  |                                   |  |   |
|---|--|-----------------------------------|--|---|
|   | Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity. | Title of contract for the service | Value of contract for service incl. VAT (Rand) | Date completed (State current if not yet completed) |
| 1.  |  |                                   |  |   |
| 2.  |  |                                   |  |   |
| 3.  |  |                                   |  |   |
| 4.  |  |                                   |  |   |
| 5.  |  |                                   |  |   |
| 6.  |  |                                   |  |   |
| 7.  |  |                                   |  |   |
| 8.  |  |                                   |  |   |
| 9.  |  |                                   |  |   |

(Attach additional pages if more space is required.)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

**Person authorized to sign the tender:**

Full name (in BLOCK letters):

Signature:

Date:

**FORM RD.C.6****COMPANY INFORMATION FOR TENDERS GREATER THAN R10 MILLION**

1. The tenderer is required by law to prepare annual financial statements for auditing and is therefore requested to provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether these have been included in the tender: **YES / NO**

2. Does the tenderer have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**

If so, state particulars

.....

3. Have any contracts been awarded to the tenderer by an organ of state during the past five years? **YES / NO**

If so, state particulars

.....

4. Has there been any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

If so, state particulars

.....

5. Is any portion of the goods or services expected to be sourced out from outside the Republic? **YES / NO**

If so, state what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic.

.....

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

**Person authorized to sign the tender:**

Full name (in BLOCK letters):

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_



**FORM RD.C.7 CLASSIFICATION OF BUSINESS**

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).
2. Information furnished with regard to the classification of Small businesses
- (b.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

|     |    |
|-----|----|
| YES | NO |
|-----|----|

(Tick appropriate box)

- (c.) If the response to 2.(a.) is **YES**, the following must be completed:

- i. Sector/sub-sector in accordance with the Standard Industrial classification:

---

- ii. Size or class:

---

- iii. Total full-time equivalent of paid employees:

---

- iv. Total annual turnover:

---

- v. Total gross asset value (fixed property excluded):

---

(A schedule indicating the different sectors is attached to this form.)

- (d.) The tenderer should substantiate the information provided by submitting the following documentation:

- i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,
- ii. Company profile indicating the tenderer's staff compliment, and
- iii. 3 year financial statement or since their establishment if established during the past 3 years.

## SCHEDULE OF SECTORS

| SIZE OF CLASS   | THE TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES | TOTAL TURNOVER | TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED) |
|---|--|----------------|---|
| <b>AGRICULTURE</b>  |  |                |   |
| Medium  | 100  | R 5 mil        | R 5 mil   |
| Small   | 50   | R 3 mil        | R 3 mil   |
| Very Small  | 10   | R 500 000      | R 500 000   |
| Micro   | 5  | R 200 000      | R 100 000   |
| <b>MINING AND QUARRYING</b>                                   |  |                |   |
| Medium  | 200  | R 39 mil       | R 23 mil  |
| Small   | 50   | R 10 mil       | R 6 mil   |
| Very Small  | 20   | R 4 mil        | R 2 mil   |
| Micro   | 5  | R 200 000      | R 100 000   |
| <b>MANUFACTURING</b>  |  |                |   |
| Medium  | 200  | R 51 mil       | R 19 mil  |
| Small   | 50   | R 13 mil       | R 5 mil   |
| Very Small  | 20   | R 5 mil        | R 2 mil   |
| Micro   | 5  | R 200 000      | R 100 000   |
| <b>ELECTRICITY, GAS &amp; WATER</b>                           |  |                |   |
| Medium  | 200  | R 51 mil       | R 19 mil  |
| Small   | 50   | R 13 mil       | R 5 mil   |
| Very Small  | 20   | R 5.1 mil      | R 1.9 mil   |
| Micro   | 5  | R 200 000      | R 100 000   |
| <b>CONSTRUCTION</b>   |  |                |   |
| Medium  | 200  | R 26 mil       | R 5 mil   |
| Small   | 50   | R 6 mil        | R 1 mil   |
| Very Small  | 20   | R 3            | R 500 000   |
| Micro   | 5  | R 200 000      | R 100 000   |
| <b>RETAIL AND MOTOR TRADE &amp; REPAIR SERVICES</b>           |  |                |   |
| Medium  | 200  | R 39 mil       | R 6 mil   |
| Small   | 50   | R 19 mil       | R 3 mil   |
| Very Small  | 20   | R 4 mil        | R 600 000   |
| Micro   | 5  | R 200 000      | R 100 000   |
| <b>WHOLESALE TRADE, COMMERCIAL AGENTS AND ALLIED SERVICES</b> |  |                |   |
| Medium  | 200  | R 64 mil       | R 10 mil  |
| Small   | 50   | R 32 mil       | R 5 mil   |
| Very Small  | 20   | R 6 mil        | R 600 000   |
| Micro   | 5  | R 200 000      | R 100 000   |
| <b>CATERING, ACCOMMODATION AND OTHER TRADE</b>                |  |                |   |
| Medium  | 200  | R 13 mil       | R 3 mil   |
| Small   | 50   | R 6 mil        | R 1 mil   |
| Very Small  | 20   | R 5.1 mil      | R 1.9 mil   |
| Micro   | 5  | R 200 000      | R 100 000   |
| <b>TRANSPORT, STORAGE &amp; COMMUNICATIONS</b>                |  |                |   |
| Medium  | 200  | R 26 mil       | R 6 mil   |
| Small   | 50   | R 13 mil       | R 3 mil   |
| Very Small  | 20   | R 3 mil        | R 600 000   |
| Micro   | 5  | R 200 000      | R 100 000   |
| <b>FINANCE &amp; BUSINESS SERVICES</b>                        |  |                |   |
| Medium  | 200  | R 26 mil       | R 5 mil   |
| Small   | 50   | R 13 mil       | R 3 mil   |
| Very Small  | 20   | R 3 mil        | R 500 000   |
| Micro   | 5  | R 200 000      | R 100 000   |
| <b>COMMUNITY, SOCIAL AND PERSONAL SERVICES</b>                |  |                |   |
| Medium  | 200  | R 13 mil       | R 6 mil   |
| Small   | 50   | R 6 mil        | R 3 mil   |
| Very Small  | 20   | R 1mil         | R 600 000   |
| Micro   | 5  | R 200 000      | R 100 000   |

**FORM RD.C.8      CERTIFICATE OF AUTHORITY OF SIGNATORY****RESOLUTION** of the a meeting of the \*Board of Directors/Members/Partners of

---

---

(Legally correct full name and registration number, if applicable, of the enterprise)

Held at: (place)

On: (date)

**RESOLVED** that:

1. The enterprise submits a tender to the Tshwane Metro Municipality in respect of the following project:

Tender Number:

**EEBU 09-2025/26**

Tender Description:

**REQUEST FOR PROPOSALS (RFP) FOR A TURNKEY SOLUTION FOR THE DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A HYBRID PHOTOVOLTAIC (PV) EMBEDDED GENERATION SYSTEM FOR THE CITY OF TSHWANE ELECTRICITY NETWORK CONTROL CENTRE FOR A ONE-YEAR PERIOD**

2. \*Mr/Ms:

in \*his/her capacity as

and who will sign as follow:

|                 |                 |
|-----------------|-----------------|
| Proof signature | Proof signature |
|-----------------|-----------------|

be, and is hereby authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

| NAME | CAPACITY | SIGNATURE |
|------|----------|-----------|
|      |          |           |
|      |          |           |
|      |          |           |
|      |          |           |

|   |                  |
|---|------------------|
| Note:<br><br>1.      *Delete which is not applicable.<br>2.      IMPORTANT: This resolution <u>must</u> be signed by all the directors/members/ partners of the tendering enterprise.<br>3.      Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page. | Enterprise stamp |
|---|------------------|



**CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA**

This Returnable Document is to be completed by joint ventures. *(Attach additional pages if more space is required.)*

We, the undersigned, are submitting this tender in a \*joint venture/consortium and hereby authorise \*Mr/Ms

\_\_\_\_\_ authorised signatory of the enterprise

\_\_\_\_\_ acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the \*joint venture/consortium mentioned above.

| Registered name of enterprise | Registration number | % of contract value | Address | Duly authorised signatory | Mark with (x) for lead partner |
|-------------------------------|---------------------|---------------------|---------|---------------------------|--------------------------------|
|                               |                     |                     |         |                           |                                |
|                               |                     |                     |         |                           |                                |
|                               |                     |                     |         |                           |                                |

**Note:**

4. \*Delete which is not applicable.
5. IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorised signatory for each party to the joint venture/consortium must complete a Form RD.C.15.
6. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**FORM RD.C.9 STATUS OF CONCERN SUBMITTING TENDER**

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture/consortium or a co-operative

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture / Consortium

Co-operative

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
|  |

(Mark the appropriate option)

2. Information to be provided

| If the Tendering Entity is a: |  | Documentation to be submitted with the tender  |
|-------------------------------|--|--|
| 1                             | <u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984   | CIPRO CK1 or CK2 (Certified copies of the founding statement) and list of members  |
| 2                             | <u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973<br>(Including Companies incorporated under Art 53 (b))   | Certified copies of:<br>a) CIPRO CM 1 - Certificate of Incorporation<br>b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers<br>c) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership/shareholding percentage relative to the total. |
| 3                             | <u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital. | Certified copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies  |
| 4                             | <u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973<br>(Including Companies incorporated under Art 21)  | A signed statement of the Company's Secretary confirming that the Company is a public Company.   |
| 5                             | <u>Sole Proprietary</u> or a <u>Partnership</u>  | Certified copy of the Identity Document of:  |

| If the Tendering Entity is a: |                                   | Documentation to be submitted with the tender   |
|-------------------------------|-----------------------------------|---|
|                               |                                   | a) such Sole Proprietary, or<br>b) Each of the Partners in the Partnership<br>Certified copy of the Partnership agreement.  |
| 6                             | <u>Co-operative</u>               | CIPRO CR2 - Certified copies of Company registration document.  |
| 7                             | <u>Joint Venture / Consortium</u> | All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement. |

**Note:**

1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court wherein trustees have been duly appointed and authorised
2. Include a certified copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes

☐

No

☐

(Make an X in the appropriate space)

REGISTRATION NO: \_\_\_\_\_



**PROOF OF REGISTRATION WITH THE CIDB**

3. Attach original or certified copy of CIDB registration certificate to this page.
4. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

| Firm   | CRS Number | CIDB Grading | Lead Partner<br>(Indicate with X) |
|--|------------|--------------|-----------------------------------|
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
|  |            |              |                                   |
| <b>Combined CIDB Grading for Joint Venture / Consortium:</b> |            |              |                                   |

(Calculator is available at <https://registers.cidb.org.za/common/jvcalc.asp> )

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

**Person authorized to sign the tender:**

Full name (in BLOCK letters):

---

Signature:

---

Date:

---



**RD.C.10****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging) <sup>2</sup>. Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. Take all reasonable steps to prevent such abuse;
  - b. Reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

<sup>1</sup>Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup>Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**EEBU 09-2025/26- REQUEST FOR PROPOSALS (RFP) FOR A TURNKEY SOLUTION FOR THE DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A HYBRID PHOTOVOLTAIC (PV) EMBEDDED GENERATION SYSTEM FOR THE CITY OF TSHWANE ELECTRICITY NETWORK CONTROL CENTRE FOR A ONE-YEAR PERIOD**

---

(Bid Number and Description)

In response to the invitation for the bid made by:

---

**City of Tshwane Metropolitan Municipality**

---

(Name of Municipality/Municipal Entity)

---

Do hereby make the following statement that I certify to be true and complete in every respect:

I certify, on behalf of,

---

(Name of Bidder)

that:

1. I have read and understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder who:
  - a. Has been requested to submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - b. Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. Prices;
  - b. Geographical area where product or services will be rendered (market allocation);
  - c. Methods, factors or formulas used to calculate prices;
  - d. The intention or decision to submit or not to submit, a bid;
  - e. The submission of a bid which does not meet the specifications and conditions of the bid; or
  - f. Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 to the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practises 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 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.

<sup>3</sup> Joint venture of 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.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

**Person authorized to sign the tender:**

Full name (in BLOCK letters):

Signature:

Date:

**Banking Details:**

|                         |  |
|-------------------------|--|
| <b>Bank:</b>            |  |
|                         |  |
|                         |  |
| <b>Branch:</b>          |  |
|                         |  |
| <b>Name of Account:</b> |  |
|                         |  |
| <b>Account No.:</b>     |  |
|                         |  |
| <b>Type of Account:</b> |  |
|                         |  |

*The Tenderer shall affix a Bank Rating Report, stamped and verified by the bank, to this page.*

**FORM RD.D.1 EVALUATION SCHEDULE: TEST CERTIFICATES FOR ELECTRICAL EQUIPMENT**

| <b>Equipment</b>       | <b>Submitted<br/>Type Test<br/>Certificate.<br/>State YES/NO</b> | <b>Test Laboratory / Institution</b> | <b>Date of Testing</b> |
|------------------------|--|--------------------------------------|------------------------|
| <b>Inverter</b>        |  |                                      |                        |
| <b>Panel</b>           |  |                                      |                        |
| <b>Battery storage</b> |  |                                      |                        |

**FORM RD.D.2 ESTIMATED MONTHLY EXPENDITURE ON CONTRACT WORKS BY TENDERER**

The tenderer shall, in the table below, state the estimated cash flow on the contract based on his preliminary programme, his tendered unit rates and his submission of payment certificates to the Employer. Amounts for Contract Price Adjustment shall not be included.

| Payment Certificate No.   | Amount (VAT Included) |             |     |               |       | Cumulative cash flow |
|---|-----------------------|-------------|-----|---------------|-------|----------------------|
|   | a                     | b           | a-b |               |       |                      |
|   | Payments Received     | Expenditure |     | Net cash flow |       |                      |
| 1   | None                  |             | d   |               | j=d   |                      |
| 2   |                       |             | e   |               | k=j+e |                      |
| 3   |                       |             | f   |               | l=k+f |                      |
| 4   |                       |             | g   |               | m=l+g |                      |
| 5   |                       |             | h   |               | n=m+h |                      |
| 6   |                       |             | etc |               | etc   |                      |
| 7   |                       |             |     |               |       |                      |
| 8   |                       |             |     |               |       |                      |
| 9   |                       |             |     |               |       |                      |
| 10  |                       |             |     |               |       |                      |
| 11  |                       |             |     |               |       |                      |
| 12  |                       |             |     |               |       |                      |
| 13  |                       |             |     |               |       |                      |
| 14  |                       |             |     |               |       |                      |
| etc   |                       |             |     |               |       |                      |
| Maximum negative cash flow: take the largest negative number in the last column and write it here |                       |             |     |               |       |                      |

From what sources will you fund the above amount (e.g. funds internally available, bank overdraft, loan, partner (his source), etc.)

.....

.....

.....



.....

**FORM RD.D.3: KEY PERSONNEL EXPERIENCE - MANAGEMENT AND SUPERVISORY STAFF**

The tenderer shall list in the table below the key personnel to be engaged for this project.

**Note:** Form RD.D.3 must be complete for each person listed below.

|    | NAME | CATEGORY <sup>4</sup> | LOCAL / NON<br>LOCAL |
|----|------|-----------------------|----------------------|
| 1  |      |                       |                      |
| 2  |      |                       |                      |
| 3  |      |                       |                      |
| 4  |      |                       |                      |
| 5  |      |                       |                      |
| 6  |      |                       |                      |
| 7  |      |                       |                      |
| 8  |      |                       |                      |
| 9  |      |                       |                      |
| 10 |      |                       |                      |
| 11 |      |                       |                      |
| 12 |      |                       |                      |
| 13 |      |                       |                      |
| 14 |      |                       |                      |
| 15 |      |                       |                      |

(Attach additional pages if more space is required)

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<sup>4</sup> The Contractor shall fill in the various categories, e.g. Site, Agent, Foreman, Trainers, Plant Operators, Clerks, Technicians, Laboratory Assistants, etc. as required.

**FORM RD.D.3: CURRICULUM VITAE OF KEY PERSONNEL**

**Note:** This form should be completed for each key person listed in Form RD.D.3

|   |  |                  |
|---|--|------------------|
| Name:   |  | Date of birth:   |
| Profession:   |  | Nationality:     |
| Qualifications:   |  |                  |
| Professional membership:  |  |                  |
| Name of employer (firm):  |  |                  |
| Current position:   |  | Years with firm: |
| Employment record: (list in chronological order starting with earliest work experience)   |  |                  |
| Experience record pertinent to required service:  |  |                  |
| Certification:  |  |                  |
| I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. |  |                  |

|  |             |
|--|-------------|
| <hr/> <i>(Signature of person named in schedule)</i> | <hr/> Date: |
|--|-------------|

**RD.D. 3 Evaluation Schedule: Key personnel experience - Management and supervisory staff**

|  |                 |   |   |           |
|--|-----------------|---|---|-----------|
| <b>Experience of key staff:</b><br><b>General Experience and qualifications</b><br>Key Staff's experience that is relevant to the scope of work (Submit CVs and certified proof of qualifications as proof of compliance)<br>Key Staff as Indicated Below. |                 |   |   |           |
| v) Technologist/ Professional Engineer with experience in the electrical/energy field and proven experience with at least 3 projects with similar scope of a solar hybrid system as per the scope of work.   | 1-2 years       | 1 | 2 | <b>10</b> |
|  | 2-3 years       | 2 |   |           |
|  | 3-4 years       | 3 |   |           |
|  | 4-5 years       | 4 |   |           |
|  | 5 years or more | 5 |   |           |
| vi) Electrician must have proven experience in the electrical/energy field and proven experience with at least 3 projects with similar scope of a solar hybrid system as per the scope of work.  | 1-2 years       | 1 | 2 | <b>10</b> |
|  | 2-3 years       | 2 |   |           |
|  | 3-4 years       | 3 |   |           |
|  | 4-5 years       | 4 |   |           |
|  | 5 years or more | 5 |   |           |
| Civil/ Structural Engineer to approve the solar structure must have proven experience at least 3 projects with similar scope of a solar hybrid system as per the scope of work.  | 1-2 years       | 1 | 2 | <b>10</b> |
|  | 2 years         | 2 |   |           |
|  | 3 years         | 3 |   |           |
|  | 4 years         | 4 |   |           |
|  | 5 years or more | 5 |   |           |
| vii) Project Manager with experience in the electrical/energy field and proven experience at least 3 projects with similar scope of a solar hybrid system as per the scope of work.  | 1-2 years       | 1 | 2 | <b>10</b> |
|  | 2-3 years       | 2 |   |           |
|  | 3-4 years       | 3 |   |           |
|  | 4-5 years       | 4 |   |           |
|  | 5 years or more | 5 |   |           |

**FORM RD.D.4     QUALITY MANAGEMENT SYSTEM**

Briefly describe the construction quality system incorporated by the tenderer in his organisation and which will be applicable to this Contract.

|   | Internal | External | Name of responsible Company /or Person (In case of Person give years' experience and qualification) |
|---|----------|----------|---|
| Survey:<br>Setting out of the works and control |          |          |   |
| Testing Laboratory                              |          |          |   |
| Additional quality systems                      |          |          |   |

**RD.D. 4 Evaluation Schedule: Quality Management System**

**FORM RD.E.1 RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before submission of this tender, amending or amplifying the tender documents, have been taken in account in this tender offer:

|    | DATE | REFERENCE | TITLE |
|----|------|-----------|-------|
| 1  |      |           |       |
| 2  |      |           |       |
| 3  |      |           |       |
| 4  |      |           |       |
| 5  |      |           |       |
| 6  |      |           |       |
| 7  |      |           |       |
| 8  |      |           |       |
| 9  |      |           |       |
| 10 |      |           |       |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

**Person authorized to sign the tender:**

Full name (in BLOCK letters):

Signature:

Date:

**FORM RD.E. 2    PROPOSED AMENDMENTS**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in **a covering letter to his tender and reference such letter in this schedule.**

The Tenderer's attention is drawn to clause 3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

| PAGE | CLAUSE OR ITEM | PROPOSAL |
|------|----------------|----------|
|      |                |          |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

**Person authorized to sign the tender:**

Full name (in BLOCK letters):

Signature:



Date:

**FORM RD.E.3 COST PRICE ADJUSTMENT (CPA) LOCAL CONTENT (SEIFSA)**Is/Are the tender price/s firm until the end of contract period? **(YES/NO)**

|         |  |
|---------|--|
| If not: |  |
|---------|--|

**LOCAL CONTENT:**

Submit the cost factors which will be taken into account in the event of price increase/decrease, as well as the compilation of the tender price/s, i.e. cost price, transport cost, margin of profit, etc.

|           |        | INDEX FIGURE AND BASE DATE ( E.G., SEIFSA TABLE E1) |
|-----------|--------|---|
| Fixed     | a= 0.1 |   |
| Material  | b=     |   |
| Labour    | c=     |   |
| Transport | d=     |   |
| Profit    | e=     |   |
| Other     |        |   |
| Total     | 1      |   |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

**Person authorized to sign the tender:**

Full name (in BLOCK letters):

Signature:

Date:

**FORM RD.E. 4 COST PRICE ADJUSTMENT (CPA) IMPORTED CONTENT (FOREX)**Is/Are the tender price/s firm until the end of contract period? **YES/NO):**

|         |  |
|---------|--|
| If not: |  |
|---------|--|

**IMPORTED CONTENT:**

When the price/s is/are subject to the rate of exchange, submit the price basis on which the exchange rate will be based (e.g. F.O.B. value, fixed value in respect of foreign exchange, etc.)

(ii) exchange rate upon which the bid price is based

.....

.....

.....

.....

(ii) What portion of the bid price (percentage or amount) will be affected by variations in the exchange rate?

.....

.....

.....

.....

**NB:** *Tenderers are also required to submit a bank statement or an auditor's report regarding the actual exchange rate in respect of the transaction value paid to the overseas supplier.*

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

**Person authorized to sign the tender:**

Full name (in BLOCK letters):

Signature:

Date:

**FORM RD.E.6P VERIFICATION ON SCHEDULE OF PARTICULARS & GUARANTEES**

All bidders must complete the form in full. Failure to provide the required detailed information called for in the schedules will result in the bidders to be disqualified.

**CONTENTS**

| PART | DESCRIPTION | Verify if the requirements that are specified in the following schedules of particulars and guarantees |   |   |
|------|-------------|--|---|---|
|      |             | 1  | 2 | 3 |
| 1    |             |  |   |   |
| 8    |             |  |   |   |
| 9    |             |  |   |   |
| 10   |             |  |   |   |
| 16   |             |  |   |   |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

**Person authorized to sign the tender:**

Full name (in BLOCK letters):

Signature:

Date:

## **C3. SCOPE OF WORK**

### **C3.1. PURPOSE**

The Energy and Electricity Business Unit invites proposals through a **two-stage tender process** for a turnkey hybrid photovoltaic embedded generation system for the Electricity Network Control Centre.

The project marks a significant step towards achieving net zero carbon buildings. The hybrid solution is envisaged to reduce grid dependence and lower electricity costs by utilizing solar energy during the day. Additionally, the system will allow bidirectional power flow, enabling surplus energy to be exported back to the grid.

### **C3.2. BACKGROUND**

The City of Tshwane's Energy and Electricity Business Unit (EEBU) is undertaking the deployment of renewable energy technologies such as solar photovoltaics (PV) in City own buildings. This project aligns with the national and city climate action plan that aims to promote the integration of renewable energy sources in its own buildings and facilities.

The Electricity Control Centre is responsible for real-time operation and control of the electricity network. To perform this critical function, the Centre must have a continuous, stable, and highly reliable electricity supply. This will enable grid operators to manage, monitor and control the electrical network and network operations to ensure the security and reliability of the entire electrical system.

### **C3.3. CIDB REGISTRATION REQUIREMENT**

The minimum CIDB requirement for this tender is grade 3EP. Tenderers who are registered with the CIDB in a contractor grading designation equal to or higher than 3EP Class of electrical construction work, are eligible to submit tenders.

For the contractors to be considered for this tender they must meet the minimum CIDB requirements as stated above.

## **C3.4 ABBREVIATIONS AND NORMATIVE REFERENCES**

### **C3.4.1 ABBREVIATIONS**

|     |                           |
|-----|---------------------------|
| AC: | Alternate Current         |
| BMS | Battery Management System |

|         |   |
|---------|---|
| CB      | Circuit Breaker                             |
| CoC     | Certificate of Compliance                   |
| CoT:    | City of Tshwane                             |
| CT      | Current Transformer                         |
| DB      | Distribution Board                          |
| DC      | Direct Current                              |
| DOD     | Depth of Discharge                          |
| EEBU    | Energy and Electricity Business Unit        |
| ECSA    | Engineering Council of Southern Africa      |
| EG      | Embedded Generation                         |
| ESS     | Energy Storage System                       |
| Hz      | Hertz                                       |
| IEC     | International Electro-technical Commission  |
| kA      | Kilo Ampere                                 |
| kVA     | Kilo Volt Ampere                            |
| kW      | Kilo Watt                                   |
| kWh     | Kilo Watt Hour                              |
| LiFePO4 | Lithium Iron Phosphate                      |
| LV      | Low Voltage                                 |
| MCB     | Main Circuit Breaker                        |
| MCC     | Maximum Charge Current                      |
| MEC     | Maximum Export Capacity                     |
| NRS     | National Rationalised Standards             |
| OSHA    | Occupational Health and Safety Act          |
| POC     | Point of Connection                         |
| PV      | Photovoltaic                                |
| SANAS   | South African National Accreditation System |
| SCADA   | Supervisory Control and Data Acquisition    |
| SOC     | State Of Charge                             |
| SPD     | Surge Protection Device                     |
| SSEG    | Small Scale Embedded Generation             |
| UIC     | Utility Interface Connection                |
| UPS     | Uninterruptible Power Supply                |
| V       | Voltage                                     |
| W       | Watt  |

### C3.4.2 NORMATIVE REFERENCES

The following standards and regulations contain provisions which, through reference in this specification, constitute mandatory requirements for the design, supply, installation, testing, and commissioning of the hybrid PV system. The latest revisions regulations will apply.

- 1) Occupational Health and Safety Act, Act 85 of 1993, as amended.
- 2) Labour Relations Act – Act 66 of 1995.
- 3) National Building Regulations (incl. SANS 10400 series: SANS 10400-B, SANS 10400-L).
- 4) Applicable municipal by-laws and regulations relating to building, electrical, fire, gas, water, traffic, and health.
- 5) General Machinery Regulations – GNR 1521 of 1988.
- 6) General Safety Regulations – GNR 1031 of 1986.
- 7) General Administrative Regulations – GNR 929 of 2003.
- 8) NRS 048-4 – Quality of supply: Application for embedded generation.
- 9) NRS 057 – Grid interconnection of embedded generation.
- 10) NRS 097-2-1 – SSEG: Connection and operating requirements for inverter-based systems.
- 11) NRS 097-2-3 – SSEG: Simplified utility connection criteria for LV-connected generators.
- 12) SANS/IEC 62116 – Utility-interconnected PV inverters: Islanding prevention.
- 13) SANS 10142-1 – The wiring of premises: Low-voltage installations.
- 14) SANS 10142-1-2 – The wiring of premises: Embedded generation.
- 15) SANS 60364-7-712 – Electrical installations of buildings – PV power supply systems.
- 16) IEC 62548 – Photovoltaic (PV) arrays – Design requirements.
- 17) SANS 959-2-1:2017 – PV systems: Test procedures for PV modules.
- 18) SANS 61215-1 / SANS 61215-2 – Crystalline silicon PV modules: Design qualification and type approval.
- 19) SANS 61730-1 / SANS 61730-2 – PV module safety qualification (construction and testing).
- 20) SANS 959-2-3 – Test procedures: Regulators, charge controllers, MPPTs.
- 21) SANS 959-2-4 – Test procedures: Inverters.
- 22) SANS/IEC 61683 – PV power conditioners: Efficiency measurement.
- 23) SANS/IEC 62109-1 / 62109-2 – Safety of power converters (general; inverters).
- 24) SANS/IEC 62040-1 / 62040-2 / 62040-3 – UPS: Safety, EMC, performance classification.
- 25) IEC 62477-1 – Safety requirements for power electronic converter systems and equipment.
- 26) EN 50530+A1 – Overall efficiency and MPPT performance of PV inverters (dynamic testing).
- 27) IEC 60947-6-1 – Transfer switching equipment (ATS).
- 28) SANS/IEC 62619 – Safety requirements for industrial lithium-ion batteries.
- 29) SANS 959-2-2 – Batteries in PV systems: Performance, safety, integration.



- 30) SANS/IEC 62281 – Safety of lithium cells and batteries during transport.
- 31) SANS/IEC 62485-2 – Safety requirements for secondary batteries and battery installations.
- 32) IEC 61427-1 – PV energy storage systems – Performance and testing.
- 33) IEC 60896-21 – Valve-regulated lead-acid (VRLA) batteries – Methods of test.
- 34) NFPA 855 – Installation of stationary energy storage systems.
- 35) SANS 10108 – The classification of hazardous locations and selection of apparatus.
- 36) UL 9540 (optional where accepted) – Energy storage systems and equipment.
- 37) IEC 62933 – Electrical energy storage (ESS) – General framework and safety aspects.
- 38) SANS 60947-2 – Circuit-breakers.
- 39) SANS 60947-3 – Switches, disconnectors, switch-disconnectors.
- 40) IEC / SANS 61439-1 – Low-voltage switchgear assemblies (incl. AC combiner/MDB panels).
- 41) SANS 60439-1 – Low-voltage switchgear and control gear assemblies (legacy, if specified by authority).
- 42) SANS 60269-6 / IEC 60269-6 – Low-voltage fuses for PV systems.
- 43) SANS 61643-11 – Surge protective devices (SPD) – AC power systems.
- 44) SANS 61643-31 – Surge protective devices (SPD) – PV DC systems.
- 45) IEC 60255 – Measuring relays and protection equipment.
- 46) IEC 61869 / SANS 60044 – Instrument transformers (CTs/VTs).
- 47) IEC 60947-4-1 / SANS 60947-4-1 – Contactors and motor-starters (AC-3/DC ratings).
- 48) IEC 60947-7-1 – Terminal blocks for copper conductors.
- 49) SANS 61000-3-2 – Limits for harmonic current emissions.
- 50) SANS 61000-3-3 – Limits for voltage changes, fluctuations, and flicker.
- 51) SANS 61000-4-2 – Electrostatic discharge (ESD) immunity.
- 52) SANS 61000-6-1 – Generic immunity standard (residential/light industrial).
- 53) SANS 61000-6-3 – Generic emission standard (residential/light industrial).
- 54) SANS 1507 – Electric cables with extruded solid dielectric insulation (fixed installations).
- 55) SANS 1574 / IEC 60502-1 – PVC/XLPE insulated cables (0.6/1 kV) for AC power.
- 56) IEC 60228 – Conductors of insulated cables (including Class 5 flexible for battery DC).
- 57) IEC 62930 / SANS 62852 – PV DC cables and connectors for PV systems.
- 58) SANS 60529 (IEC 60529) – Degrees of protection (IP code) for enclosures.
- 59) SANS 61386 – Conduit systems for cable management.
- 60) SANS 61537 / IEC 61537 – Cable trays, cable ladders and associated fittings.
- 61) IEC 61140 – Protection against electric shock (control/signal wiring considerations).
- 62) SANS 1473 – Busbar trunking systems and connections.
- 63) SANS 10114 – Code of practice for earthing of buildings and structures.
- 64) SANS 10313 – Protection against lightning – Physical damage and life hazard.
- 65) SANS 62305 – Protection against lightning (series)

- 66) SANS 10142-1 / -1-2 for earthing/grounding in LV/EG installations.
- 67) SANS 2001-CS1 – Construction works – Structural steelwork.
- 68) SANS 10160-1 / -2 / -3 – Basis of structural design; self-weight & imposed loads; wind actions.
- 69) SANS 10162-1 / -2 – Structural use of steel: Hot-rolled; Cold-formed.
- 70) SANS 121 (ISO 1461) – Hot-dip galvanized coatings on fabricated iron and steel articles.
- 71) SANS 1091 – National colour standard (labelling/identification where required).
- 72) ISO 8528-3 – Reciprocating internal combustion engine driven AC generating sets – Part 3: Alternating current generators for generating sets (incl. cable/connection performance).
- 73) SANS 10142-1 – Generator interconnection wiring and isolation requirements.

### **C3.5. SITE DETAILS AND CONDITIONS**

#### **C3.5.1. SITE ADDRESS**

- 1) The Network Control Centre is located at:  
Corner of Behrens and Flower streets  
Capital Park  
Pretoria  
South Africa
- 2) GPS coordinates: **25°43'39.7"S 28°10'23.5"E**

#### **C3.5.2. EXISTING BUILDING AND ELECTRICITY CONNECTION DETAILS**

- 1) Building Infrastructure:  
The facility is comprised of the following main buildings:
  - a) Block B: Main control center – double story.
  - b) Blocks A and C: Administrative offices - double story.
  - c) Additionally, the site includes an on-site 132kV primary substation
  - d) Multiple carport structures for parking.
- 2) Utility Electricity Connection Information:
  - a) Supply to the facility: 315 kVA (11kV/400V) Mini substation
  - b) Fault current level for LV network: 20kA
  - c) Fault current level for MV network: 13kA

- 3) Building Supply Arrangement Information:

| <b>Facility/Building</b> | <b>Supply arrangement</b>   | <b>Back-up/standby supply</b>                     |
|--------------------------|---|---|
| Block A & C              | 1) Blocks A and C are supplied by a single dedicated feeder from utility mini substation. | 1) 2 × 40 kVA UPS systems (to be decommissioned). |

|         |   |  |
|---------|---|--|
|         | 2) Utility mini substation → Yard Kiosk<br>→ Main Distribution Board Block A  | 2) Dedicated Perkins 150kVA generator backup system for block A & C.   |
| Block B | 1) Block B is supplied by its own dedicated feeder from utility mini substation<br>2) Utility mini substation → LV MD Kiosk (Located at Block C)<br>→ Main Distribution Board Block B | 1) 2 × 100 kVA UPS systems (to be decommissioned).<br>2) Dedicated Perkins 150kVA generator backup system for block B. |

#### 4) Typical Loads

The bidder shall be responsible for conducting a full equipment assessment to define the typical loads that the envisaged hybrid solution must support.

The typical loads include the following, but not limited to:

| Building/<br>Area                | Load Category                              | Specific Loads   |
|----------------------------------|--|--|
| Block B<br>(Main Control Centre) | Critical: UPS & generator backed up loads  | 95% of all loads in Block B backed up by existing dedicated UPS system and generator               |
|                                  | IT loads                                   | Network servers, SCADA system, telecommunication systems, Video/Display Wall, Computers, Printers. |
|                                  | Security                                   | Access control and Security cameras.   |
|                                  | Other Appliances                           | Microwave Oven, Refrigerator, Kettles, Geyser, air conditioners                                    |
|                                  | General                                    | General outside and office lighting  |
| Block A & C                      | Critical – UPS & generator backed up loads | Network servers and ICT equipment such as computers and printers.<br>Mini video/display wall       |
|                                  | Security                                   | Access control and Security cameras.   |
|                                  | Other Appliances                           | Microwave Ovens, Refrigerators, Kettles, Geysers, air conditioners                                 |
|                                  | Special Systems                            | Lift (passenger elevator)  |
|                                  | General                                    | General outside and office lighting  |

5) Energy Consumption Data

The weekly facility consumption data is provided below:

| Parameter                 | Value        | Notes                        |
|---------------------------|--------------|------------------------------|
| Minimum Load              | 41.26 kW     | Base load                    |
| Average Load              | 51.13 kW     | Typical operation            |
| Peak Load                 | 65.63 kW     | Short duration               |
| <b>Recommended Design</b> | <b>85 kW</b> | <b>Future-proof capacity</b> |

**C.3.4.3. POSSIBLE PV MOUNTING ROOF STRUCTURE AND CONSTRAINTS**

This section details the areas available for solar PV installation. Bidders must design the system based on these constraints.

1) Proposed Locations:

The proposed PV modules may be mounted on the following structures, as indicated in Figure 1:

- a) Block B: Metal IBR roof structure.
- b) Additional Area: Metal IBR roof structure in front of Block B.
- c) Blocks A & C: Metal IBR roof structures.
- d) Carports: Metal IBR roof structures over parking areas.

2) Prohibited Locations:

Installation of PV modules is strictly prohibited on the following structures:

- a) Carports on the left side of Block B and alongside the perimeter fence.
- b) All substation roofs.

**3) Mounting space optimization requirement:**

The Bidder is required to conduct a detailed assessment to determine the most cost-effective mounting solution, which must consider:

- a) The available space on the rooftop locations (Blocks A, B, C).
- b) The available space on the existing carport structures.
- c) The decision must be based on a combination of factors including available usable area and shading analysis.

- i. Installation complexity and access.
- ii. Overall project cost implications.

*(Note: The final chosen mix of locations must be clearly detailed in the bidder's proposal.)*

- d) If the bidder's solution proposes to utilize carports, the bidder must determine requirements for modifications of the structure to accept the solar loading.
- e) The chosen solution must be justified based on cost, structural feasibility, and the optimal meeting of the project's energy generation requirements.
- f) Any structural modifications to existing carports must be designed and certified by a Registered Professional Civil/Structural Engineer.

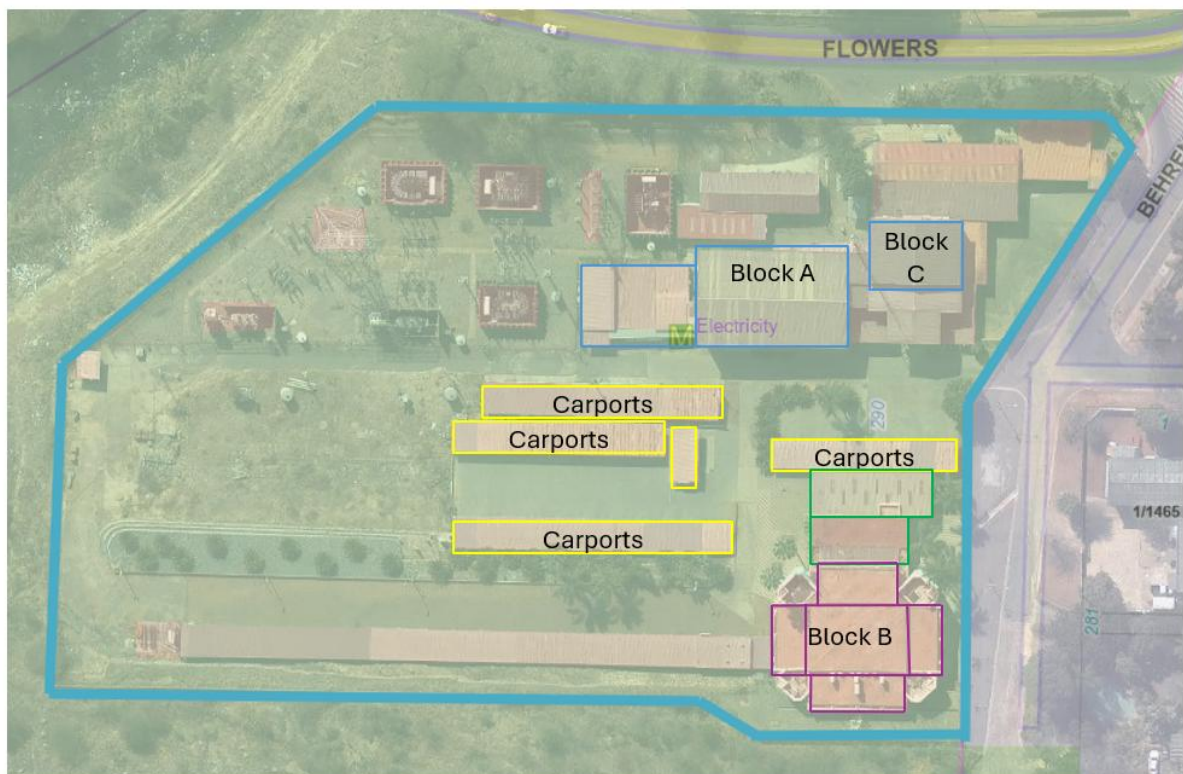


Figure 1 - PROPOSED PV PANEL LOCATIONS

### C3.6. SITE BRIEFING SESSION

- 1) A mandatory site visit and inspection will be held after the tender briefing meeting. All tenderers must complete and sign the attendance register. Failure to attend the mandatory site visit and inspection or sign the register will result in disqualification of the tender.
- 2) The site briefing will be held on site as per provided above.
- 3) Tenderers must conduct a comprehensive physical inspection of all work areas, prevailing site conditions and required work to be carried out and to acquaint themselves with:
  - a) Site access and logistical constraints
  - b) Existing electrical infrastructure and interface points

- c) Type of loads to be expected
  - d) Proposed PV mounting locations
  - e) Roof and structural conditions and mounting limitations
  - f) Roof modifications if required
  - g) Location of equipment
  - h) Cable routing pathways and cable management
  - i) UPS and Generator specifications and interface requirements
  - j) Location for energy storage system and requirements
  - k) Environmental and operational challenges
  - l) Site security and safety
  - m) All site conditions to execute the works
  - n) All other factors that may affect the cost, programme, methodology, or execution of the works
- 4) Site Restrictions and Accessibility:
- a) Some areas may not be fully accessible for disabled people.
- 5) Visitors must wear appropriate personal protective clothing (i.e overall, safety boots and hard hat as a minimum).
- 6) The Tenderer is solely responsible for verifying all site information, taking necessary measurements, and identifying all potential obstacles. Tenderers must raise any queries or seek clarifications regarding site conditions before the tender submission deadline.
- 7) Disclaimer
- No claims will be considered for:
- a) Insufficient knowledge of site conditions
  - b) Unforeseen issues detectable during proper inspection
  - c) Design or execution flaws resulting from incomplete assessment
- 8) By submitting a tender, the bidder acknowledges they have fully investigated the site conditions and that their price covers all necessary work.

### **C3.7 DESCRIPTION OF TECHNICAL PROPOSAL**

The work to be performed under this technical proposal includes the design, supply, installation, testing, commissioning of a turnkey grid-tied hybrid photovoltaic (PV) system for the City of Tshwane's Electricity Control Centre. The following are brief descriptions of the requirements for the technical proposal:

- 1) The bidder shall propose and design a complete hybrid PV system turnkey solution comprising:
  - a) Photovoltaic generation (min 150kVA)
  - b) UPS Inverter with battery energy storage system utilising lithium-ion phosphate (LiFePO4), Vanadium Redox Flow Batteries (VRFB) or better.
  - c) Backup generator integration (150kVA)

- d) Grid interconnection with export capability
  - e) Integration with the City's existing SCADA system for monitoring and control.
  - f) Seamless switching and power transitions between all operational modes and power sources with zero interruptions.
- 2) The contractor must have personnel that is fully trained, experienced, and competent to carry out the work according to the tender/contract specifications and in compliance with the OHS-Act (Act 85 of 93) or the latest act.
  - 3) Conduct site assessment of all work areas, prevailing site conditions and required work to be carried out.
  - 4) Obtain all necessary approval and authorisation to carry out the project work including approval of designs with the EEBU project engineer.
  - 5) Application registration of the hybrid solution to EEBU in line with the Embedded Generation policy and registration with NERSA.
  - 6) Supply, install and commissioning of the hybrid solution including all related equipment and material, electrical and civil works.
  - 7) Installation of electrical and civil works.
  - 8) Integration of the hybrid system with the grid, standby generator, existing power systems and design the protocols (control philosophy).
  - 9) The contractor will be responsible for the decommissioning of existing UPS system and all obsolete electrical equipment structures on site.
  - 10) Perform test and commissioning of the hybrid system in line with the specification and requirements of the Embedded Generation policy process.
  - 11) Provide training city personnel on the operation and maintenance of the proposed hybrid system.
  - 12) Provide operational and maintenance manuals of the hybrid solutions.

### **C3.7.1 SOLAR PHOTOVOLTAIC MODULES**

The solar photovoltaic (PV) system panels must comply with relevant SANS standards, ensuring durability, safety, and optimal performance in South African weather conditions.

- 1) Installed capacity shall be minimum of 150kVA and suite the technology of the specifications.
- 2) The PV system capacity shall be optimized based on available installation space, including roof areas and parking bay roofs while considering the potential shading from surrounding structures or vegetation, and future expansion needs.
- 3) Minimum requirement: Tier 1 Monocrystalline
- 4) The proposed solar technology shall have an annual degradation rate of a minimum of 0.3%. The

bidder must provide a degradation curve based on IEC 61215/61730 testing, demonstrating that the modules will not exceed 0.5% annual degradation on average.

5) Panel Specifications

- a. Ingress Protection (IP) Rating: Minimum IP66 to ensure protection against dust and water.
- b. The housing and framework must be anodizing aluminium framework with anti-reflective coating on the front glass.
- c. The PV modules must incorporate a self-cleaning mechanism (e.g., hydrophobic coating, including a tilt-enhanced runoff design) to minimize dust and debris accumulation, ensuring sustained efficiency with minimal manual maintenance.
- d. Each module must have a weatherproof nameplate displaying manufacturer's name or logo, model number, serial number, Wp rating, date of manufacture, and electrical parameters (Voc, Isc, Vmp, Imp).

6) A comprehensive IV flash test report for the modules must be submitted before commencement of the construction works.

7) Installation

- a) The bidder must supply all necessary accessories for installation, including mounts, wiring, connectors, and hardware.
- b) Installation must comply with all relevant electrical and safety regulations, including proper grounding and surge protection.
- c) Any open or exposed DC cabling underneath solar modules to be neatly tied and fixed to the solar module frames by using a clip together with the required tie straps in order to secure cabling to the module.
- d) The installation manual should be provided as part of the as-built documentation.

### **C3.7.2. Solar Photovoltaic Array and Layout**

1) General Requirements

- a) The Contractor shall supply and install a complete mounting system designed for metal sheet roofs.
- b) The system must securely support the PV modules for the entire design life of the power plant



(minimum 25 years), resisting all anticipated environmental conditions and loads—including wind, rain, temperature and corrosion—without compromising the integrity or warranty of the existing roof structure.

- c) The mounting structure must comply with SANS 10400-B for structural safety, SANS 10160 for wind load considerations and all relevant SANS codes for materials and construction methods applicable to the project.
- d) All work shall adhere to relevant local standards and regulations, including structural, safety, and environmental considerations.
- e) The PV array layout shall maximize energy production while considering module spacing, tilt angles, and orientation.
- f) The solar array design should enable at least reasonable access to the roof space used for roof repairs, in case of leaks or other damage.

## 2) Design and Certification

- a) The entire mounting system shall be designed and certified by professional structural engineer
- b) The system must be designed to withstand local environmental conditions, including wind and rain loads, and must distribute loads evenly across the roof to prevent structural damage.
- c) Structural integrity must ensure that solar panels remain securely mounted for the lifespan of the system.

## 3) Corrosion Protection

- a) All material used must be corrosion resistant.
- b) All steel parts and accessories shall be hot dip galvanized in compliance with SANS 121 (ISO 1461).
- c) All fasteners shall be tamper-proof and corrosion resistant.
- d) All materials must be chemically compatible to prevent galvanic corrosion.

## 4) Mounting Method

- a) PV modules shall be mounted using one of the following two methods:
  - i. Clip Lock Rail Mounting System: A traditional system with rails running

perpendicular to the roof ribs.

- ii. Rail-less Solution: A system where modules attach directly to roof-mounted points. As a minimum requirement, a short piece of rail must be mounted between the module clamp and the roof clamp to provide structural rigidity and ensure proper load distribution.

5) Roof clamp must adhere to the following:

- a) Precisely match the specific IBR metal roof sheet profile for each building and site.
- b) Be certified by the metal roof sheet manufacturer as compatible. The installation must not invalidate the existing roof warranty.
- c) Attach securely to the roof profile without penetrating the roof sheet, thus preserving its waterproofing integrity.
- d) Maintain structural integrity and functionality for a minimum of 25 years.
- e) Allow for the natural thermal expansion and contraction of both the roof structure and the PV mounting system.
- f) All clamp designs, selection, and installation methods must be approved by the Engineer and validated through submitted structural calculations for wind uplift and other loads.

6) Tilt and Drainage

- a) The mounting system must match the existing roof pitch and orientation.
- b) For suboptimal pitches: The system must incorporate adjustable tilt mechanisms to optimize the array's angle for maximum solar exposure and energy production.
- c) The entire system must have a waterproof design that prevents water pooling and facilitates proper drainage for runoff, ensuring no alteration to the roof's existing water-shedding capabilities.

7) Access and Maintenance

- a) Leave perimeter pathways for cleaning, inspections, and maintenance.
- b) Provide safe, controlled access for panel cleaning, inspection, and maintenance.
- c) The design of the mounting system must consider easy maintenance, with accessible locations for PV panels.

#### 8) Installation Quality

- a) The Contractor shall install all clamps and mounting components (including walkways) strictly per the mounting system manufacturer's specifications and the Engineer-approved design.
- b) All clamps and bolts must be tightened to the specified torque values using a calibrated torque wrench.
- c) Modules must be mounted without stress concentration on the glass. No walking on or dropping tools on the modules is permitted.

#### 9) Electrical Bonding and Grounding

- a) The mounting structure must be properly grounded to ensure electrical safety in line with SANS 10142.
- b) Bonding of all metallic parts is required to prevent electrical faults.

#### 10) Liability

- a) The Contractor assumes full responsibility for any roof damage (including scratches, deformation, or water ingress) caused directly or indirectly by the clamp installation or presence.
- b) Any damage caused to the roof sheeting or structure by the Contractor will be repaired at the Contractor's expense.
  - i. If the roof sheeting is damaged beyond reasonable repair, the Contractor will be responsible for the replacement of the damaged sheets to the original or exceeded specification.
- c) The Contractor is solely liable for the remediation of any clamp or mounting-related defects during the Defects Notification Period and beyond, for the warranted life of the components.

#### 11) Walkway

- a) Aluminium walkways shall be supplied and installed for all building rooftop installations (Block B and Blocks A&C).
- b) The walkway shall consist of a non-corrosive material that will be long lasting and that will be able withstand outdoor conditions. The walkway shall have a minimum width of 400mm.

- c) The walkway will be mounted to the roof with a roof clamp. The roof clamp needs to be suited to fit the corresponding profile and also meet the approval of the roof sheet manufacturer in order to maintain the existing roofing guarantee of the existing roofing installation, if applicable.

#### 12) Anti-Bird Nesting Measures Requirement

- a) The bidder must implement effective anti-bird nesting measures
  - i. Proven effectiveness in deterring birds and preventing nesting.
  - ii. resistance to UV, rain, wind, corrosion, and physical wear.
  - iii. Minimal visual impact (where applicable).
  - iv. Non-lethal and safe for birds, installers, and system performance.
  - v. Easy maintenance (accessible for inspection/cleaning without panel removal).
- b) The bidder must include the selected solution in the proposal, ensuring compliance with the above requirements.

#### 13) Requirement for Installation of Cat Ladders

- a) To ensure safe and easy access to the solar panels for maintenance and cleaning, cat ladders shall be installed at Block A and Block C (if panels are installed).
- b) The ladders must meet the following specifications:
  - i. Hot-dipped galvanized steel.
  - ii. All parts must be corrosion resistant.
  - iii. Non-slip rungs and secured to the wall structure
  - iv. Must include lockable lockout gate.
  - v. Must maintain sufficient clearance from all PV module edges.
  - vi. Compliance with OHSA and safety standards.
- c) The Bidder must, during the mandatory site visit identify and document all suitable and potential cat ladder mounting locations.
- d) All designs, mounting locations, and installation methods shall be certified and approved by the project engineer.
- e) No work may commence until the Engineer issues a written approval.
- f) All Bidders shall include with their proposal a preliminary ladder design in a hard copy printed document A4 size.

#### 14) Documentation for submission

- a) Structural Design Certificates and calculations.

- b) Product Data Sheets for the complete mounting system and roof clamps including walkways.
- c) Manufacturer's Installation Manuals.
- d) Photographic evidence of the existing rooftops and carports prior to any works. Images must clearly show the roof/carport condition, material, and structural integrity.

### **C3.7.3. HYBRID INVERTER**

This specification outlines the requirements for the hybrid-inverter/s. The hybrid-inverter must comply with the relevant standards, ensuring durability, safety, and optimal performance in South African weather conditions.

- 1) General
  - a) The inverter must be a hybrid inverter (or multi-mode inverter) capable of managing both grid/generator and PV/battery power sources.
  - b) The selection of inverters must be informed by the design and functional requirements.
  - c) The selected inverter must be tested in accordance with the latest NRS 097-2-1.
  - d) The maximum allowable AC-to-DC ratio shall not exceed 1.35 per inverter. Offers violating this criterion will be disqualified.
- 2) Operating Temperature Range
  - a) The inverter/s shall operate in temperatures ranging from -25°C to +60°C.
- 3) Mechanical Requirements
  - a) The enclosure shall be rated for indoor installation (IP54 minimum/IP65 preferred).
  - b) The system shall offer wall-mounting options with reinforced brackets to support the inverter's weight under operational vibration.
  - c) Alternative mounting options (e.g., ground mounting) may be considered based on application.
  - d) If installed outside, the inverters must be protected from direct sunlight.
  - e) Mounting hardware (bolts, anchors) shall be corrosion-resistant (e.g., stainless steel).
  - f) All cable entries shall use min IP 54(IP68 preferred)-rated glands.
  - g) Metal enclosures shall have a corrosion-resistant finish (powder-coated, anodized, or galvanized) and shall be safe to touch (no sharp edges, compliant with IEC 60529).
  - h) Non-metallic enclosures (if used) shall be UV-stabilized, flame-retardant (UL94 V-0 or equivalent), and resistant to environmental degradation.
- 4) Cooling & Ventilation:

- a) Passive or active cooling (fans, heatsinks) shall maintain internal temperatures within operational limits per manufacturer specifications.
- b) if active cooling (fans) is used, they shall be serviceable/replaceable without full disassembly.
- c) Ventilation openings (if present) shall maintain the enclosure's IP rating and include dust/insect screens where applicable.

#### 5) Electrical Specifications

- a) Nominal AC Voltage (Three-Phase): For three-phase systems, the nominal AC voltage shall be 400 V, and each phase-to-neutral voltage at 230 V as per SANS 10142-1.
- b) Nominal AC Frequency: The output frequency shall be 50 Hz and shall be regulated within the limits of the utility grid requirements as NRS 048.
- c) The inverter wave-form system shall be a pure sine wave output.
- d) Total harmonic distortion shall not exceed 3% at full load.
- e) The inverter shall achieve  $\geq 98\%$  efficiency (EN 50530).
- f) The inverter must be clearly marked with information such as safety markings, ratings, warnings, and information about input/output voltages, power ratings, etc.

#### 6) Monitoring & Control

- a) The inverter shall include a LCD interface (touchscreen).
- b) Inverters must include status indicators, alarms, and communication capabilities to inform users about operational status, faults, or abnormal conditions.
- c) Built-in data logger with minimum 1-year data storage capacity.
- d) Provides SCADA- communication ports (e.g., RS485, Ethernet, Wifi etc).

#### 7) Firmware Update Requirements for Hybrid Inverter

- a) Firmware Update Support
  - i. The inverter must support firmware updates to ensure ongoing compatibility with future battery technologies, evolving grid regulations, and performance optimizations.
  - ii. The manufacturer shall provide all firmware updates free of charge for the entire operational lifespan of the inverter until its declared end-of-life.
- b) Update Execution During Maintenance Period (12 Months)  
Throughout the 12-month comprehensive maintenance period, the Contractor shall be responsible for proactively identifying, scheduling, and applying all necessary

firmware updates for all inverters as part of the maintenance services, at no additional cost to the City.

c) Update Accessibility After Maintenance Period (Post 12 Months)

- i. After the maintenance period concludes, firmware updates must still be available free of charge.

d) Security and Reliability

- i. All firmware updates must be digitally signed by the manufacturer to prevent the installation of unauthorized or malicious code.
- ii. The inverter must feature a reliable rollback or recovery mechanism to automatically restore the previous stable firmware version in the event of a failed or faulty update.

e) Required Documentation

- i. The bidder shall provide, as part of the system documentation, clear and comprehensive instructions for checking firmware versions and performing updates.
- ii. Furthermore, the bidder must guarantee the City's ongoing access to a dedicated portal or repository for all available firmware files throughout the inverter's lifespan.

### **C3.7.4. UPS FUNCTIONALITY**

**1) General Requirements**

This specification outlines the requirements for the UPS Inverter to be installed.

- 1) The UPS system must provide uninterruptible power supply for all connected loads, providing seamless switching and transfer between all operating modes and power sources. Power from the UPS shall always supply all loads.
- 2) The system must fully integrate and coordinate with the PV system, existing generator, BESS and the grid.
- 3) The system must include all necessary protection schemes, to ensure absolute compliance with anti-islanding rules and prevent back-feed to the utility grid during an outage.

- 4) The Bidder shall verify full compatibility and communication capabilities between the proposed UPS system and the PV inverters, generator controller.
- 5) The proposed system and associated switchgear shall include provision for additional power and energy capacity (at least 25% more capacity) to facilitate future expansion and unforeseen events.
- 6) The UPS must be equipped with visual, audible and remote notifications alarms functions for alerts such as input failure, low battery, overload and general faults (UPS failure).

## 2) UPS Functionality Requirements

### a) Environmental

| Parameter         | Requirement  |
|-------------------|--|
| a) Operating Temp | 0°C to 40°C<br>UPS must operate at 100% load up to 40°C without derating |
| b) Humidity       | 5% to 95% NC   |
| c) Altitude       | ≤1000m ASL   |
| d) Noise          | ≤65dB at 1m  |

### b) Environmental Protection (IP Rating)

| Level        | Protection                      |
|--------------|---------------------------------|
| Minimum IP42 | Optional for dusty environments |

### c) Mandatory Standard Markings

UPS inverter shall display mandatory markings per SANS/IEC 62040-1 such as but not limited to:

- i. Certificates marks
- ii. Input/output ratings
- iii. IP rating
- iv. Serial number
- v. Warning symbols

### d) Display & HMI Requirements

| Feature        | Minimum Requirements   |
|----------------|------------------------|
| a) Screen Type | LCD/LED with backlight |



| Feature                | Minimum Requirements   |
|------------------------|--|
| b) Real-Time Data      | <ul style="list-style-type: none"> <li>- Input/output voltage/frequency</li> <li>- Battery SOC</li> <li>- Load %</li> <li>- Changeover/Bypass status (active source, alarms).</li> </ul> |
| c) Alarms              | Visual + audible for: <ul style="list-style-type: none"> <li>- Overload</li> <li>- Battery low</li> <li>- Input power failure</li> <li>- Transfer faults</li> </ul> - Errors             |
| d) Language Support    | English  |
| e) Control Interface   |  |
| Function               | Requirement  |
| a) Mode Selection      | Physical buttons or touchscreen  |
| b) Emergency Stop      | Red mushroom button (IEC 60947-5-5)  |
| c) Communication Ports | <ul style="list-style-type: none"> <li>- RS485 (Modbus RTU)</li> <li>- Ethernet (SNMP/Modbus TCP)</li> <li>- USB Type A</li> </ul>   |

### 3) UPS Inverter Firmware Update Requirements

#### a) Firmware Update Support

- i. The UPS inverter must support firmware updates to ensure ongoing compatibility with future battery technologies, evolving grid regulations, and performance optimizations.
- ii. The manufacturer shall provide all firmware updates free of charge for the entire operational lifespan of the UPS inverter until its declared end-of-life.

#### b) Update Execution During Maintenance Period (12 Months)

- i. Throughout the 12-month comprehensive maintenance period, the Contractor shall be responsible for proactively identifying, scheduling, and applying all necessary firmware

updates for all UPS inverters as part of the maintenance services, at no additional cost to the City.

c) Security and Reliability

- i. All firmware updates must be digitally signed by the manufacturer to prevent the installation of unauthorized or malicious code.
- ii. The UPS inverter must feature a reliable rollback or recovery mechanism to automatically restore the previous stable firmware version in the event of a failed or faulty update.

d) Required Documentation

- i. The bidder shall provide, as part of the system documentation, clear and comprehensive instructions for checking firmware versions and performing updates.
- ii. Furthermore, the bidder must guarantee the City's ongoing access to a dedicated portal or repository for all available firmware files throughout the UPS inverter's lifespan.

### **C3.7.5. BATTERY ENERGY STORAGE SYSTEM DESIGN**

The battery must comply with the relevant standards, ensuring durability, safety, and optimal performance in South African weather conditions. The minimum requirements of the battery storage must include the following:

- 1) The battery type must be Tier 1 - maintenance free Lithium Iron Phosphate (LiFePO<sub>4</sub>) rechargeable type or Vanadium Redox Flow Batteries (VRFB) or better.
- 2) Discharge rate must be 2C minimum. Battery must be capable of continuous discharge at 2 times its rated amp-hour capacity.
- 3) The battery shall be able to withstands extreme weather (-20°C to 60°C).
- 4) Battery Capacity
  - a) The system shall prioritize battery power for all loads during grid outages until SOC drops to 85%, whereupon the generator shall energize the loads. If the generator fails, the battery system must maintain all loads for ±60 minutes at rated discharge capacity.
  - b) Alternatively, the Bidder may propose alternative capacity.
- 5) Battery Age
  - a) The date of manufacture shall not be more than 4 months when installed.
  - b) The batteries shall be marked with the date of manufacture. Space shall also be provided on the battery label to permit the marking, by the installer, of the date of commissioning of the battery.
- 6) Depth of Discharge (DOD)

- a) The maximum DOD of the batteries shall not exceed the manufacturer's recommended or indicated limits.
- 7) Cycle Life
  - a) At 80-90% DOD: Minimum 6000 cycles. This means the batteries should last 8 to 15 years under daily cycling, assuming normal use.
- 8) Battery Management System (BMS) & Integration
  - a) The proposed system shall utilize a Battery Management System (BMS) specifically engineered for Lithium Iron Phosphate (LiFePO<sub>4</sub>) chemistry.
  - b) The UPS/Inverter and the BMS must communicate via a closed-loop, digital protocol (e.g., CAN bus, RS485, Modbus) to ensure active coordination.
  - c) The BMS shall act as the primary authority for battery safety, sending real-time limits for voltage, current, and temperature to the UPS.
  - d) The UPS shall be required to respect these dynamic limits instantly, overriding any internal static setpoints.
  - e) The bidder shall configure all UPS/inverter charge and discharge parameters (including float/absorb voltage, equalization settings, maximum charge/discharge current, and low/high voltage cut-offs) to be within the hard limits defined by the battery manufacturer's specifications. These settings shall be submitted for review prior to commissioning.
  - f) The system must include mandatory protections as directed by the BMS, including but not limited to:
    - i. High and Low Cell Voltage Disconnect
    - ii. High and Low Temperature Charge/Discharge Inhibit
    - iii. Overcurrent and Short Circuit Protection
    - iv. Ground Fault Monitoring

### **C3.7.6. BACK-UP GENERATOR INTEGRATION**

The electrical parameters of the back-up generator on site are unknown (no nameplate rating).

- 1) The bidder shall conduct a comprehensive assessment of existing on-site generator systems including:
  - a) Technical specifications verification and documentation
  - b) Evaluation of existing AC interfacing equipment condition and compliance
  - c) Assessment of generator control systems and compatibility with integration
  - d) Testing of automatic transfer capabilities and response times
  - e) Verification of protection systems and coordination with new equipment
  - f) Identification of all connection points and control interfaces
- 2) Based on assessment findings:
  - a) Upgrade or replace non-compliant AC interfacing equipment

- b) Modify or replace generator control systems as required for seamless integration
  - c) Implement necessary communication interfaces
  - d) Install automated start/stop signalling
  - e) Rewire existing connections to meet current standards
  - f) Upgrade protection systems to ensure proper coordination
  - g) Implement appropriate labelling and documentation
- 3) All modifications and new installations must:
- a) Comply with current versions of SANS 10142-1 and SANS 10142-1-2
  - b) Meet generator manufacturer specifications
  - c) Include updated single-line diagrams
  - d) Be certified by the electrical contractor
  - e) Include commissioning documentation with all test results.

### **C3.7.7. SYSTEM CONTROL PHILOSOPHY**

- 1) The proposed system requires complete facility backup capability with zero load shedding, automatic generator integration at optimal battery SOC levels, and continuous PV assistance across all operating scenarios for maximum renewable energy utilization and system reliability.
- 2) The complete system, including all controls shall be designed in such a way that the failure of any one vital central component will NOT cause a complete system failure.
- 3) The integration of the system must ensure seamless operation of all the power sources.
- 4) All loads maintained without interruption during transition period of failure and return of power.
- 5) All loads are maintained without any reduction in power quality.
- 6) The UPS inverter maintains the battery bank at full charge (or as per its set parameters) using available PV or grid power.
- 7) System must remain ready for grid outage scenarios.
- 8) PV Integration Priority
  - i. First priority: Supply connected loads (grid-tied or backup mode)
  - ii. Second priority: Charge batteries when excess capacity available.
  - iii. Third priority: Export to grid (grid-tied mode only)
- 9) Load Management Philosophy
  - i. No Load Shedding: All loads classified as essential during outages.
  - ii. Complete Facility Backup: Entire electrical installation maintained during grid outages.
  - iii. Backup Operation: Minimum 1-hour autonomy for all loads
  - iv. Seamless Transition: Uninterrupted power supply across all operating mode changes.
  - v. Intelligent Coordination: Battery, generator, and PV must work together optimally.
- 10) Battery SOC Management

- i. 100% - 86% SOC: Battery available for backup operation with PV assistance.
- ii. 85% SOC Trigger: Automatic generator start sequence initiated (15% discharge limit)
- iii. Battery Recharge: Generator charges battery back to 100% while maintaining all loads.
- iv. Generator Stop: Only when grid power is restored and system transfers back to normal operation.

#### 11) Operational Modes Summary

- i. Grid-Tied Mode: Maximum renewable energy utilization with grid export.
- ii. Battery Backup Mode: Complete facility backup using battery + PV (SOC > 85%).
- iii. Generator Backup Mode: Full load supply via generator + PV + battery charging (SOC ≤ 85%).
- iv. Hybrid Mode: Simultaneous battery charging and load supply optimization with PV assistance.
- v. Safe isolation and bypass operation for maintenance.

### **C3.7.8. SYSTEM PERFORMANCE MANAGEMENT**

- 1) The tenderer shall sign a performance contract with the City based on the design of the system and the expected output throughout the designed life span.
- 2) Degradation Analysis Report with Performance Ratio (PR) calculations
- 3) The performance agreement will also include the quality of supply standard compliance throughout the lifespan of the commissioned system.
- 4) The tenderer shall sign a Service Level Agreement wherein the performance of the system shall be declared and guaranteed by the tenderer in favour of the City of Tshwane.

### **C3.7.9. SCADA INTEGRATION**

- 1) The system shall be able to receive and execute commands from the SCADA system software of network control.
- 2) The Contractor shall be responsible for achieving a fully functional communications link between each of the Inverters Systems, meters, monitoring devices, and the Employer's existing SCADA system (remote connection).
- 3) The SCADA Protocol at the Control Centre of the City of Tshwane is DNP 3 level 3.
- 4) The Contractor shall supply, install, and commission an industrial-grade RTU to serve as the central data acquisition and communication gateway between the PV plant and the City's SCADA system.
- 5) Program the RTU to map the following signals
  - a) Actual output power (kW) and reactive power at the POC
  - b) Actual Ramp rate of the entire RPP

- c) Reactive Power Import/Export (+/- Mvar) at the POC
- d) Power factor, frequency, voltage and current
- e) Breaker status and isolator status
- f) Supervisory switch status
- g) Plant islanded, shutdown and trip on loss of grid detection

### **C3.7.10. ELECTRICAL WORK AND CABLING**

- 1) The contractor shall select cables and conductors shall be based on the system requirements.
- 2) The contractor must ensure all wiring and cabling are installed in line with the SANS 10142.
- 3) The Contractor shall be responsible for the design, supply, delivery, quality assurance, installation, testing, commissioning and handover of PVC SWA power cabling and associated accessories (for termination) from the existing DB board.
- 4) All electrical systems shall include:
  - a. Properly sized DC and AC cabling with appropriate routing and protection
  - b. Comprehensive protection devices including surge protection and isolation mechanisms
  - c. All joints and terminations must be completed and tested in accordance with the manufacturer's instructions.
  - a. Supply and install new DBs as needed ensuring full compliance with SANS 10142 and project requirements.
- 5) The contractor shall provide a Certificate of compliance for the installation including wiring diagrams.
- 6) Supply and installation of additional ventilation or cooling systems such as fans/air conditioning (if ambient temperature control is inadequate) for the battery room.

### **C3.7.11. EARTHING AND PROTECTION**

- 1) The electrical installation's earthing and bonding must adhere to the standards outlined in SANS 10142.
- 2) The lightning protection system must fully comply with SANS 10313 and SANS 62305 standards.
- 3) The degree of protection must comply with the applicable standards associated with PV and electrical works in general.
- 4) Over-current and over-voltage protection devices are required on the DC and AC sides.
- 5) Internal surge protection, wherever required, shall be provided.
- 6) The protection and control design and methodology must be indicated by the contractor in the proposal.

- a) The design must include any necessary disconnection switches to ensure that the anti-islanding requirements of the relevant authority are met.
- 7) Upon completion, a certified test report must be submitted to the project engineer, covering:
  - a) The installation of the grounding system, including earth resistance measurements for each earthing point.
  - b) The fully installed lightning protection system, with all test links in place.
- 8) If modifications are made to the existing lightning protection system, a new certification must be issued to the municipality.

### **C3.7.12. TRENCHING**

- 1) All new site perimeter cables shall be buried in new trenching. Existing routes shall not be used.
- 2) Where required, execute excavation and backfilling works for cable trenches to facilitate underground routing of DC/AC cables as per the specified depth and width in the approved engineering design.
- 3) Trenches must adhere to:
  - a) SANS 1200 DB (Earthworks) for excavation standards.
  - b) OSHA/Construction Regulations for trench safety
  - c) Verify underground service locations (water, electrical) prior to excavation.

### **C3.7.13. INSTALLATION AND WORKMANSHIP**

- 1) The Contractor is responsible to ensure that the Installation meets all the requirements of this specification.
- 2) The Contractor shall be responsible for appropriate signage, fencing and procedures for management of all activities of the construction work placement of safety related signage and access of restricted areas
- 3) Under no circumstances may any material or equipment be ordered or installed other than the equipment offered in the respective schedules of Information, without obtaining written approval from the Engineer.
- 4) Wiring shall be protected against mechanical and environmental damage.
- 5) Wiring of panels and equipment is to comply with the requirements of SANS/IEC 61936 and other the applicable standards
- 6) Contractor shall take cognisance of the fact that other services might be installed along the same routes as the cables.
- 7) The contractor shall, before commencing with any excavations, peg out the proposed cable route and confirm it with the engineer.
- 8) The Contractor shall warrant that the materials and workmanship shall be of the highest grade, that the equipment shall be installed in a practical and first-class manner in accordance with the best practices and ready and complete for full operation.

- 9) All cables must be clearly and indelibly labelled at each end.
- 10) Cables shall be installed neatly to ensure they can be readily traced and identified from origin to destination.
- 11) All above ground cables shall be reticulated along pathways that provide suitable mechanical protection.
- 12) The inverters shall be installed in prefabricated lockable enclosure or in an outdoor installation protected with weather-proof material to at least IP 56 ingress.
- 13) The Contractor shall, if requested to do so, provide samples of any material and equipment.
- 14) Any welding performed on-site must be pre-approved in writing by the city's project engineer.
  - a) Such welding must be performed by a qualified welder using procedures compliant with SANS 10044-1. Certification records for the welder and the welding procedure shall be submitted for review prior to commencing work.

#### **C.3.7.14. WARRANTY(S) AND GUARANTEE**

##### **1) REGENERAL REQUIREMENTS**

- a) All major components of the system shall carry warranty to support the optimum performance throughout the lifespan of the system.
- b) The contractor shall provide the equipment warranties, effective from the date of final Municipal commissioning.
- c) The contractor shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials.
- d) All warranties offered by the original manufacturer, shall be fully transferable to the municipality and other terms and conditions for warranty.
- e) The warranty shall fully cover defects, performance issues, and malfunctions for each installed part and the complete system.
- f) Defects must be repaired at no cost to the end-user.
- g) The warranty shall fully cover all associated costs, including but not limited to parts, replacements, labour, travel, diagnostics, testing, removal, reinstallation, shipping, and disposal of defective or underperforming parts, as well as any incidental expenses incurred during repair or replacement procedure.
- h) If required by the manufacturer, the installer must register equipment such as batteries and inverters with the manufacturer within the specified period after commissioning, providing proof of registration to the city.



## 2) COMPONENT SPECIFIC WARRANTIES

| Component          | Requirements   |
|--------------------|--|
| Solar PV Modules   | <ul style="list-style-type: none"> <li>• Product Warranty: 12+ years against defects</li> <li>• Performance Warranty: Minimum 25 years, guaranteeing: <ul style="list-style-type: none"> <li>i. 90% of nominal output for the first 10 years.</li> <li>ii. 85% of nominal output after 25 years.</li> </ul> </li> <li>• The manufacturer must provide a degradation curve based on IEC 61215/61730 testing, demonstrating that the modules will not exceed 0.7% annual degradation on average, with: <ul style="list-style-type: none"> <li>i. <math>\leq 1.0\%</math> yearly loss in the first 10 years (ensuring <math>\geq 90\%</math> output),</li> <li>ii. <math>\leq 0.4\%</math> yearly loss thereafter (ensuring <math>\geq 85\%</math> at year 25)</li> </ul> </li> </ul> |
| Hybrid Inverter    | <ul style="list-style-type: none"> <li>• 10+ years manufacturer warranty</li> <li>• Must include parts, labour, and on-site service</li> <li>• Include Firmware updates</li> </ul>   |
| Battery System     | <ul style="list-style-type: none"> <li>• capacity retention <math>\geq 80\%</math> of original capacity for 10 years or <math>\geq 6,000</math> cycles at 80% DoD, whichever comes first</li> <li>• Includes degradation curves in documentation</li> <li>• Batteries: Capacity testing annually</li> <li>• Include Firmware updates</li> </ul>  |
| UPS Inverter       | 10+ years manufacturer warranty including firmware updates.<br>Must cover Uninterrupted power and seamless switching functionality   |
| Mounting Structure | 10+ years against corrosion & structural failure   |
| Balance of System  | <ul style="list-style-type: none"> <li>• Cabling: 5+ years</li> <li>• Monitoring: 2+ years</li> <li>• Other electrical components: 2+ years</li> </ul>   |
| Workmanship        | 36 months (from commissioning)<br>Covers all defects due to faulty installation  |

## 3) WARRANTY DOCUMENTATION

The Contractor must provide equipment and workmanship warranty documents during the sign-off of the system and handing over to the EEBU. The following copies of documents must be provided before payment can be made by the City:

- Original, signed warranty certificates.
- Full terms & conditions (including exclusions).

- c) Proof of warranty registration (for all items required by manufacturer or required for extended warranty).
- d) Warranty claims procedures & local service contacts.
- e) Maintenance requirements to avoid voiding warranties.

### **C3.7.15. PROJECT IMPLEMENTATION**

#### **C3.7.15.1. SITE HANDOVER TO THE CONTRACTOR**

- 1) The contractor shall have access to site, five (5) days after the signing of the contract.
- 2) The contractor must ensure compliance with project health and safety requirements and site conditions before commencing with site establishment and construction of works.

#### **C3.7.15.2 PROJECT PLAN AND SCHEDULE**

- 1) The Contractor shall develop a detailed project plan for the project management and execution of all phases of the works including financials.
- 2) If, during the progress of the work, the quantities of work performed per week fall below those shown on the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the contractor shall, within two days after being notified by the engineer, submit a revised programme.
- 3) The contractor shall develop a project schedule for project duration of six months.
- 4) The Bidder shall indicate in its schedule an appropriate buffer in consideration with the typical weather at the project area.
- 5) Estimated procurement lead and construction completion timelines for the projects should take equipment stock and supply chain limitations, and all other considerations into account.
- 6) For the purpose of the RFP, the bidder must submit a high-level schedule assuming start date of 01 April 2026. The plan must include the following:
  - a) Project initiation and designs approval
  - b) Site establishment
  - c) Project activities, dependencies, durations and sequences
  - d) Permitting and regulatory approvals
  - e) Procurement, civil work and installation
  - f) Testing and Commissioning
  - g) Training
  - h) Commercial operation
  - i) Final completion and handover

#### C3.7.15.3. QUALITY ASSURANCE

The contractor shall implement a quality assurance system to ensure adequate control of the total construction process including those off-site activities that will have an impact on quality of the final constructed product. Before coming with any procurement or construction work, the contractor shall furnish the engineer with details of a quality management system which will be used by the contractor.

#### C3.7.15.4. OCCUPATIONAL AND HEALTH SAFETY REQUIREMENTS

- 1) The Contractor shall be responsible for the safety of all workers on site and must also adhere to the Occupational Health and Safety Act 85 of 1993 and all applicable regulations.
- 2) The contractor shall provide and maintain a health and safety file, containing all documents as prescribed in the act and regulations.
- 3) The safety file shall be submitted to the EEBU Quality and Safety Environment section for approval prior to commencement of work and shall be available on site for inspection at all times.
- 4) The contractor shall conduct safety meetings with the workers and the city's project manager.

#### C3.7.15.5. SITE ACCESS

- 1) Work areas must be clearly demarcated to restrict unauthorized access, ensuring the safety of site personnel and the public. Barricades, warning tape and signs, and safety cones etc where required must be placed around the work area. A designated access point should be identified for personnel and equipment where needed or required.
- 2) The contractor will not have exclusive access to the Network Control Centre as the facility's operation will continue as normal during the project implementation.
- 3) Timeous arrangement must be made with the municipality's project engineer in case where operations might be affected for specific construction activities.
- 4) All personnel of the contractor working on site must at all times wear identification which include full names, company names and photograph of the personnel.
- 5) The contractor must ensure all personnel sign visitor pass with the Network Control Security.
- 6) The Contractor shall be responsible for the security of their personnel and construction equipment on and around the site.

#### C3.7.15.6. SITE PREPARATION AND COORDINATION

- 1) Permits and Approvals for temporary works
  - a) The Contractor shall obtain all required permits for temporary works (e.g., crane operations, road closures).
  - b) Municipal coordination shall be required if works impact public infrastructure (e.g., sidewalks, roads).

2) Removal and Site Restoration

- a) The Contractor shall neatly remove and stack paving bricks adjacent to works, ensuring:
  - i. Bricks are kept separate from excavated soil/debris.
  - ii. Bricks are protected from damage during handling and storage.
- b) Damaged bricks shall be replaced at the Contractor's expense, matching the original type and colour.
- c) All bricks shall be reinstalled to their original condition, including:
  - i. Proper alignment, compaction, and joint finishing.
  - ii. Removal of all excess mortar/debris.
- d) Remove all temporary infrastructure (e.g., crane pads, fencing) post-installation.
- e) Restore all disturbed surfaces (grass, gravel, hardscapes) to pre-construction condition.
- f) Repair any damaged landscaping, drainage systems, utilities or building infrastructure.
- g) The site shall be left clean, safe, and free of construction debris.
- h) The Contractor shall dispose of waste materials per local environmental regulations.
- i) Hazardous materials (e.g., concrete slurry, oil) shall be contained and disposed of properly.

3) Equipment Handling

- a) The Contractor shall ensure that equipment on site in the storage are insured.
- b) The contractor shall ensure that the equipment's are secured. The City will not be liable for the damaged or missing equipment/ goods on site.
- c) The Contractor must plan and coordinate site activities accordingly to ensure that sensitive equipment is delivered in line with the installation schedule, minimizing risks associated with on-site storage.
- d) Only qualified personnel should handle lifting and installation equipment, such as hoists, and power tools.
- e) All lifting operations must comply with relevant safety standards, and equipment must be inspected before use to ensure it is in proper working condition.

#### C3.7.15.7. SITE AND PROGRESS MEETINGS

- 1) The bidder must develop communication plan and meeting schedules for the implementation of the project.
  - a) Must include external and internal communication.
  - b) Such plan shall be approved by the project manager and EEBU
- 2) All role players involved in the key project activities shall attend or be represented during the progress meetings.
- 3) The contractor shall provide the project engineer with a weekly project progress report prior to the meeting.

- 4) The Contractor will be required to attend regular site meetings which will normally be held once a month to discuss general progress, quality of work, problems, claims, payments, etc, but not any matters concerning the day-to-day running of the Contract.
  - a) The meeting will be held every Wednesday of the week.

#### C3.7.15.8 APPROVAL OF DESIGNS

- 1) The contractor submit project designs based on the objectives and requirements of the contract.
- 2) The contractor shall solely remain responsible for the rendered design of the project.
- 3) All design and drawing approval must be approved by a professional engineer.
- 4) The contractor shall not implement any design change without prior written approval with the engineer in accordance with the project scope of work.
- 5) The contractor shall formally document all design changes, and such documentation shall include:
  - a) Revised drawings, specifications, and related project documents.
  - b) The rationale for each change, supported by technical justification.
  - c) Evidence of review and approval by the relevant professional engineer(s) and the municipality's representative.
  - d) Acceptance by city representative.
- 6) The Contractor shall retain a full set of drawings on site and shall mark up all changes and additional information on an ongoing basis in order for the Engineer to produce "as-built" drawings on completion of the project.

#### C3.7.15.9 STRUCTURAL APPROVAL

- 1) The contractor is responsible for providing a report and certification from a professional structural engineer on the structural suitability of the building(s) for the proposed solar PV installation(s).
- 2) The site-specific structural engineering letter should include:
  - a) Confirmation of the structural suitability of the existing buildings and parking for the proposed PV system framing and panels including weather conditions.
  - b) Confirmation of the suitability of the recommended fixing systems of the solar PV framing, if not in compliance with the framing manufacturer instructions including maximum roof height and spacing.
- 3) The contractor shall ensure construction and adequate and safe attachment of loads to the roof structure for the life of the system.

#### C3.7.15.10. REGULATORY APPROVALS

The contractor will be responsible for applications and approval of grid connection with the City of Tshwane processes as well as the NERSA registration.

#### C3.7.15.11. APPROVAL OF SELECTIONS AND ORDERING OF EQUIPMENT

- 1) The contractor shall obtain written approval from the engineer in writing before major equipment is ordered.
- 2) The contractor shall (where necessary) submit samples of all material and equipment to the engineer for written approval prior to commencing with the tender installation.
- 3) Datasheets and certificates shall be provided to the engineer, project manager and EEBU.
- 4) Immediately upon contract acceptance, the Contractor shall purchase all materials which are in short supply or for which the delivery period may be long.
- 5) The contractor shall therefore, before ordering materials of any kind, confirm with the Engineer the quantities required. No liability or responsibility whatsoever shall attach to the Employer for materials ordered by the Contractor except if they have been ordered in accordance with written confirmation issued by the Engineer.

#### C3.7.15.12. INSPECTION AND QUALITY CONTROL

- 1) The municipality reserve the right to conduct regular inspections to ensure that quality on progress of works and reserve the right to halt the work if the quality is deemed reasonably inadequate.
- 2) The contractor must conduct regular inspection and quality control to verify that the works are carried out according to the approved design, drawings, and specifications including compliance to manufacturer requirements.
- 3) The contractor shall conduct own tests on the equipment and, only when satisfied that these tests meet the requirements of the specifications, shall notify the engineer that on the readiness to conduct the official tests on completion.
- 4) Each section of the equipment shall be started up by the contractor and shall ensure compliance with equipment specifications and operation manuals.
- 5) Before any equipment is started or energized, the contractor shall ensure that it is safe to do so.
- 6) Any discrepancies, damage, or non-compliance must be immediately reported and rectified before proceeding with further work.

#### C3.7.15.13. RESPONSIBILITIES OF OTHER PARTIES

- 1) The Contractor shall coordinate activities with domestic sub-contractors and all other parties involved in the construction works.

- 2) The Contractor shall convene regular coordination meetings, and copies of minutes shall be submitted to the project engineer.

#### **C3.7.15.14. PLANT, MACHINERY AND RESOURCES**

- 1) The Contractor shall provide all tools and equipment necessary for the proper and efficient execution of the work.
- 2) The Contractor shall provide all test instruments necessary for the proper testing of equipment or systems to ensure that the specified requirements are met.
- 3) The Contractor shall provide valid calibration certificates for all instruments.
- 4) The Contractor shall assess the need for heavy equipment/cranes including any means of transporting of equipment and material onto the roof, e.g. crane.
- 5) Select equipment with adequate capacity/size for rooftop or ground installations.

#### **C3.7.15.15. DOCUMENT CONTROL**

The Contractor shall establish and maintain a project-wide document control system. At a minimum, the system shall include the following:

- 1) A document registers to log all design drawings, specifications, reports, correspondence, and other project documents.
- 2) Version control and revision tracking for all documents.
- 3) Filing of all documents in a centralized project file system, with regular backups of digital records.
- 4) Controlled access to documents to prevent unauthorized alterations.
- 5) Training of all relevant project personnel in record-keeping and document control procedures.
- 6) The Contractor shall ensure that a comprehensive, accurate, and auditable documentation trail is maintained throughout the duration of the contract.

#### **C3.7.16. HANDOVER, TESTING AND INSPECTION**

- 1) The employer's representative may conduct inspections at their discretion throughout the contract period to verify that the contractor is meeting the specification requirements and ensuring quality control obligations are fulfilled.
- 2) The contractor shall submit develop testing and commissioning procedure to the project manager and employer representative for approval, at least two weeks prior to the commencing of the actual testing and commissioning.

- 3) Prior notice of and proper arrangements for the commissioning shall be made with the employer, engineer, supply authority, and all electrical contractors and suppliers of equipment which will be affected by the commissioning operation.
- 4) The contractor and employer representative shall inspect the installation as per the Contractor's quality control plan, inspection and test plans during the progress of the work.
- 5) The contractor shall not conduct an official test without the engineer being present.
- 6) All testing and inspections must be done in accordance with applicable standards and regulations.
- 7) Commissioning and testing on site shall be carried out by experienced personnel under the contractor's supervision.
- 8) All test and inspection data shall be recorded on suitable record sheets and submitted to the project engineer.
- 9) The contractor must ensure defects and system failures are corrected according to the agreed requirements and shall be liable for the costs associated with the necessary rectifications. The corrective action must be implemented within seven (7) days.
- 10) Any inspection requested by the contractor without the required documentation will be considered unofficial, and the contractor will be liable for the associated costs.
- 11) During the commissioning period, the contractor shall be responsible for providing all labour and materials (including testing equipment) and shall carry out all the servicing and any adjustment of the system required for ensuring that it operates as specified. Valid calibration certificates shall be available for all testing equipment on site during the commissioning period.
- 12) The contractor must ensure timeously arrangements with City of Tshwane for the inspection and commissioning of the system in line with Embedded Generation policy and regulatory requirements.
  - a) Adhere to requirements of the commissioning and make necessary arrangements.
  - b) Ensure the professional engineers are on site during the inspection and commissioning.
  - c) Provide all assistance required and such tools, equipment, instruments, materials, and labour necessary for the tests.
  - d) Provide the final sign off and approval to the project engineer.
- 13) Once the Contractor has commissioned the installation and issued the O & M manuals to the satisfaction of the Engineer, he shall train the Employer's personnel the proper operation and maintenance of the plant.

### **C3.7.17. MAINTENANCE TOOLS**

- 1) The Contractor shall provide one complete set of all special tools required for testing, dismantling or operating all items of equipment and maintenance.
- 2) Duplicate keys shall be provided for all control panels, instrument locks etc.



### **C3.7.18. DRAWINGS AND DOCUMENTATION**

The Contract shall handover the following upon successful completion and sign off of the project

- 1) Final as built drawings and documentation of the final installations, structural and civil work including physical layout and component's location.
- 2) Detailed single line and wiring diagrams.
  - a) The soft copy shall be provided on a memory stick and include a complete set of drawings in PDF format for easy viewing and printing.
  - b) The original design files in AUTOCAD format (DWG or DXF) for compatibility with AUTOCAD software and future modifications.
  - c) Both the PDF and AUTOCAD files must accurately reflect the as-built conditions of the system.
  - d) The memory stick shall be properly marked with the following details:
    - i. Contractor's name
    - ii. Project name
    - iii. Date of submission
    - iv. Drawing revision number (if applicable)
    - v. Contract description and reference numbers
- 3) Structural report of the mounting structure.
- 4) Submit equipment specifications, performance reports and technical manual of major system components not limited to the panels, BESS, hybrid inverter, UPS, controllers and mounting structures.
- 5) All reports for safety, protection, battery and performance tests.
- 6) Professional sign off by a professional registered engineer and certificate of compliance in line with SANS 10142.
- 7) Permits and regulatory approvals for the grid connection and registration with NERSA.
- 8) Inspection and commissioning plan and procedures.
- 9) List of plant modifications.
- 10) All warranties and guarantees of major components and workmanship.
- 11) Detailed operation and maintenance manuals.
- 12) Training manuals and proof of training and proof of training conducted with the city officials.
- 13) Performance guarantees of the system.
- 14) Formal acceptance and handover certificates.
- 15) Submission of OHS safety file including site safety inspections and safety meetings.

### **C3.7.19. TRAINING**

- 1) The contractor is required to provide training to nominated City's personnel before final handover of the system.
- 2) Proof of training acknowledgment, signed by the beneficiary, must be submitted.
- 3) Training shall be provided to ensure that the City's nominated personnel have all the information and understanding needed to operate and maintain the commissioning features.
- 4) The Contractor shall prepare and submit a recommended training program to the project engineer for approval.
- 5) The Contractor shall give the project engineer sufficient time to make the necessary arrangements.
- 6) A copy of the proposed training program must also be submitted with the tender.
- 7) The training must include the following, but not limited to:
  - a) Plant operation (start up, normal operation, unoccupied operation, seasonal changeover, shutdown)
  - b) Review of controls set up, programming, alarms and troubleshooting
  - c) Review of O&M Manual
  - d) Measures that can be taken to optimise energy efficiency
  - e) Occupational Health & Safety (OH&S) issues
  - f) Maintenance requirements and sourcing replacements.
- 8) Bidder to provide all training documentation, material, equipment and tools required for training purposes.
- 9) All training and associated costs shall be for the bidder's account.
- 10) Format of the training manuals
  - a) Physical appearance
    - i. Manuals shall be bound in hard cover lever-arch files with plastic coatings. The files shall be clearly labelled on the outer front cover and on the edge with the following information:
      - The contractor's name (logo optional)
      - The project title
      - The title "Operation and Maintenance Manuals"
      - Contract description and reference numbers
      - City of Tshwane logo
  - b) Content format
    - i. Title page
    - ii. Content page
    - iii. List of drawings and diagrams
    - iv. Technical description and specification of the system / functional unit.

- v. Operating instructions for the system / functional unit. These operating instructions shall include clear instruction for the procedures to be followed during starting and stopping of the system and shall include all operating requirements as well as all safety procedures.
- vi. Technical description and specification of the components /equipment making up the system / functional units. This description and specification shall include the following:
  - System technical description, drawings, design details, operation curves, range of operation limits, materials of construction, installation procedures, limits of misalignment, power output, supply requirements and specification.
- vii. System maintenance requirements, which shall be presented in a single maintenance schedule which shall clearly identify all daily, weekly, monthly and running hour-based maintenance requirements. A similar schedule is required for each major piece of equipment. The maintenance schedule shall be supplemented by full maintenance instructions.
- viii. Installation, testing and commissioning instruction
- ix. Schedule of spare parts and consumable. This schedule shall contain the following minimum information:
  - Specification and illustration where necessary, correct identification of components for ordering replacements, alternative manufacturer details, supplier details and an alternative supplier detail.

### **C3.8. SUBMISSION OF TECHNICAL PROPOSAL**

- 1) The proposal must be straightforward and clearly communicates the information requested.
- 2) By accepting to take part in the proposal process, you agree to keep all information shared with you in relation to the proposal process confidential, 9 not to disclose it to third parties and not to use it for purposes other than the proposal.
- 3) The bidder has verified the accuracy of all critical information and survey dimensions, and
- 4) The proposals must at least cover the following:
  - a) Cover Page
  - b) Company background and qualifications
  - c) Technical hybrid solution approach as per the scope of the proposal.
  - d) System performance
  - e) Technical data sheets and documentation
  - f) Warranties
  - g) Project plan and schedule
  - h) High level safety plan
  - i) Training framework
  - j) Necessary permits and approval
  - k) Compliance with regulatory requirements.

- l) Procurement of equipment and material.
- m) Risk management
- n) Any deviations

### **C3.9. APPOINTMENT OF LOCAL LABOURERS**

- 1) The contractor must state how many women, youth etc will benefit from the project.
- 2) The contractor must employ local labourers, and preference must be given to residents in the ward and/or region where the project is located.
- 3) The Contractor must provide protective Personal Protective Equipment (PPE) with the EPWP branding for the EPWP local labourers appointments.
- 4) The Contractor must ensure that all the EPWP local labourers have undergone the medical tests where necessary.
- 5) Contractor must employ labour intensive methods in line with the EPWP initiatives as specified in the activity's quantities bill schedule.
- 6) The contractor must submit a monthly report on the job opportunities created in line with EPWP initiative.

### **C3.10. INSURANCE**

The Contractor shall ensure that all the works performed under this contract are insured. The insurance shall be against public liability and professional indemnity.

The Contractor must provide proof of such insurance to the Project Manager within 14 (fourteen) days after the notification of acceptance of the tender. Should the renewal of an existing policy fall within the period prior to the Defects Certificate being issued, a letter of confirmation from the insurance company that such a policy will be renewed and that all premiums have been paid must be attached and the copy of the renewed policy be submitted within 2 (two) months of renewal to the Project Manager.

The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is ten million Rands (R 10 000 000.00)

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is as set out in Compensation for Occupational Injuries and Diseases Act (COIDA) as well as a group life insurance for at least three times the employee's total annual earnings.

|   |  |
|---|--|
| The cover shall provide these insurances from the table |  |
| Insurance against:                                      | Loss of or damage to the works, Plant and Materials. |
| Cover / indemnity:                                      | R10 million.   |

|                      |  |
|----------------------|--|
| The deductibles are: | According to the Declaration Form from Insurance and Risk Management of CoT.   |
| Insurance against:   | Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract. |
| Cover / indemnity    | R10 million.   |
| The deductibles are  | According to the Declaration Form from Insurance and Risk Management of CoT  |

### **C3.11. PERFORMANCE BOND, GUARANTEES AND RETENTIONS**

#### **C3.11.1. PERFORMANCE BOND AND GUARANTEES**

Should the contractor not comply with the terms and conditions of this contract and/or appointment under this contract, the contract shall be warned in writing by the employer or the representative of his failure to perform. As a result of three warning letters being provided under the same contract, the employer shall have the sole right to take one or more of the steps against the contractor:

- a. Terminate the contract between the contractor and the employer for the remainder of the contract period.
- b. Suspend the contractor for the remaining period of the contract. The contractor shall qualify to bid for the same contract with the same scope of works but only after the contract for which he was suspended has expired.
- c. If the performance bond clause is applied, the retention amount for the specific project for which the clause is applied or the total retention amount already withheld by CoT for other projects, whichever is higher, shall be forfeited.

ALL decisions made shall be recommended and implemented by the Project Manager. GH EEBU shall approve such recommendation prior to implementation. The recommendation(s) will be processed through supply chain management process.

#### **C3.11.2 RENTENTION**

- 1) The CoT reserves the right to retain a certain percentage of the invoiced amount until the defect period has lapsed.

- 2) The retention percentage is 10% of the total invoice amount (VAT Exlc), claimable at the expiry of defects certificate per specific project.
- 3) The defect period for construction work is 12 months after the Completion date of the whole construction work per specific purchase order.
- 4) The defect correction period is two weeks for constructions work, unless stated otherwise in the appointment Letter

### **General Notification**

This document forms an integral part of the tender document and, in particular, shall constitute the Client's (City of Tshwane.) Occupational Health & Safety Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993).

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health and safety issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health

and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

## **1. Introduction**

In terms of the Construction Regulation 5 (1) of the OHS ACT, the client is required to compile an Occupational Health and Safety Specification for an intended project. This specification has an objective to ensure that the principal contractor entering into a contract with the client achieves and maintain an acceptable level of Occupational Health and Safety performance and compliance.

This document forms an integral part of the contract between the client and the principal contractor.

The Principal Contractor and its Contractors shall furthermore implement any reasonable practicable means to ensure compliance to this Occupational Health and Safety Specification and any other applicable legislation on their organization and/or activities performed by or for them

Compliance with this document does not absolve the principal contractor from complying with any other minimum legal requirement and the principal contractor remains responsible for the health and safety of his employees, those of his mandatories as well as any person coming on site or on adjacent properties as far as it relates to the construction activities

## **2. The Client`s commitment to Occupational Health and Safety Management**

City of Tshwane is committed to responsible occupational health, safety management. This commitment is essential to protect the environment, employees, mandatories, visitors and provide a work environment conducive to health and safety. Principal Contractors and their Contractors shall demonstrate their commitment and concern by:

- Ensuring that decisions and practices affecting occupational health and safety performance are consistent with the issued specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health and safety control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health and safety management processes, strategies and control measures with all levels of employees, contractor and/or visitors;
- Ensuring visible leadership at all sites;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;
- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this OHS Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.

### **3. Scope**

To develop a project specific Occupational Health and Safety Specification that addresses the reasonable and foreseeable, risks, exposures and aspects of Occupational



Health and Safety as affected by the tender for the design, supply, delivery, off-loading, installation and commissioning of the solar photovoltaic (pv) systems for a three-year period on an as and when required basis.

The specification will provide the requirements that the principal contractor and other contractors will have to comply with in order to reduce the risk associated with the above mentioned contract work and that may lead to incidents causing injury and/or ill health to a level as low as reasonable practicable and possible.

#### **4. Omissions from OHS Specification**

Where any omission from the OHS Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to the client (City of Tshwane) on compliance to the applicable legal requirements related to the activity / task / process.

#### **6. Change or Review of Specifications**

Whenever the client (City of Tshwane) identifies the need to change or review the OHS Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes / revisions will be calculated through a collaborative processes between the Client and the Principal Contractor – where the approved changes and/or revisions has no cost implication for the Principal Contractor the Principal Contractor will be required to accept the approved changes / revisions and ensure implementation within the OHS Plan .

#### **7. Safety Files**

##### **7.1. Preparation and Submission of safety file**

The Principal Contractor shall prepare a safety file containing the processes / procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted safety file. At a minimum the safety file shall contain the following documentation and in accordance with the specification:

1. Scope of work to be performed;
2. Public Liability
3. Personnel list (Principal Contractor employees);
4. OH&S Policy and other procedures;
5. Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations.
6. Updated copy of the Compensation for Occupational Injuries and Diseases Act (Act no. 130 of 1993) and its Regulations;
7. Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
8. OHS Plan approved by the Client.
9. Agreement with Mandatory in terms of Section 37(1) &2 of the OHS Act.
10. Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
11. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
12. Designs and/or drawings;
13. All written designations and appointments for project scope of work (CV and competency copies);
14. Management structure (inclusive of OH&S responsibility & meeting structure);
15. Induction training and site OHS rules;
16. Occupational health and safety training matrix / plan;
17. Arrangements with contractors and/or mandatories;
18. The following registers (as applicable to contract scope of work):
  - Accident and/or incident notifications, investigation & control register;

- Occupational health and safety representatives inspection register;
- Construction vehicles and mobile plan inspections;
- Daily inspections templates of vehicles, plant and other equipment by the operator, driver and/or user;
- Daily inspections templates of excavations by competent person;
- Toolbox talks pro-forma;
- Designer's inspections and structures record template;
- Inspection template of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
- Fall protection inspections template;
- First-aid box content template;
- Record of first-aid treatment template;
- Fire equipment inspection and maintenance template;
- Machine safety inspections template (including machine guards, lock-outs etcetera);
- Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
- Inspection templates of welding equipment; and
- Monthly reporting and recording of statistics templates;
- Keeping of any other record in terms of applicable legislation falling within the scope of OHS Legislation applicable to the project and the Principal Contractor / Contractor's activities and organization.
- Emergency preparedness and response programmes;

## **7.2. Evaluation and approval of Safety file**

The client (City of Tshwane) will conduct an initial inspection and evaluation of the Principal Contractor's OHS file for approval purposes to commence work. The Principal Contractor is required to submit the OHS file within 5 days after receiving the induction training from the Client. The Client will evaluate the file and give feedback to the Project

manager and the Principal contractor. If the file has not been approved, the Principal contractor shall ensure that the outstanding documents are submitted for re-evaluation within 3 working days.

NOTE: The construction work cannot commence until the safety file is approved. The approval letter from the Client must be kept in the OHS file and any letter issued concerning the evaluation of the file. Principal Contractors are required to achieve at least 80% (Eighty Per cent) compliance on the entire safety file documentation to obtain approval by the Client.

### **7.3. Principal Contractor engagement phase**

The Principal Contractor shall commence with the construction work after approval of the safety file. The following processes will be applied to the Principal Contractors on a monthly basis for the duration of the contractual period:

- Monthly Compliance Assessments;
- Site Inspections;
- Progress meetings;
- Contractor's forum OHS meetings held at City of Tshwane

An initial site establishment inspection will be conducted by the Client after approval of the safety file / plan.

### **7.4. Project close-out and submission of consolidated Health & Safety File.**

On completion of a construction work/ project the Principal Contractor shall submit all documentation required for the consolidated safety file to City of Tshwane as part of the project hand over documentation.

At a minimum, the safety file will contain the following records:

1. Approval letter by City of Tshwane on contents of Health and Safety file including plan;
2. Scope of work performed;
3. OHS Policy and other procedures;

4. Proof of registration and good standing with the Compensation Commissioner or another licensed Insurer;
5. OHS plan approved by the Client including the underpinning risk assessment(s) and method statements;
6. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work done by each contractor;
7. Notifications of new projects /extension of scope received;
8. Designs and/or drawings;
9. Occupational health and safety committee meeting agenda and minutes;
10. Copies of written designations and appointments (CV and competency copies);
11. Management structure (inclusive of OHS responsibility & meeting structure);
12. Induction training conducted and site OHS rules;
13. Occupational health and safety training provided;
14. Arrangements with contractors and/or mandatories;
15. Description of security measures;
16. All applicable registers:

## **8. OHS Specification Requirements**

### **8.1. General Requirements of Health and Safety Plan**

Construction Regulation 7 (1) stipulates that the principal contractor must provide and demonstrate to the client a suitable sufficiently documented and coherent site specific health and Safety Plan, based on the client's documented Health and Safety Specification contemplated in Regulation 5(1) (b), which plan must be applied from the date of commencement of and for the duration of the construction and which must be reviewed and updated by the principal contractor as work progresses.

It is expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2014 and related incorporated standards and regulations.

Principal Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following generic aspects should be covered in the Safety plan:

- What administrative procedures the Principal Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- What control systems the Principal Contractor envisages to implement on site to support his safety program
- How the Principal Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- What external resources the Principal Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- What training to employees the Principal Contractor envisages and how he would go about to execute it
- The Principal Contractor should indicate which competent persons he plans on employing based on the scope of work.

## **8.2. Outline of Health and Safety Plan**

The Principal Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan,
2. Risk Assessment,
  - a. Alternative Forms of Risk Assessment,
  - b. Methodology of Risk Assessment,
  - c. Elements of Risk Assessment,
    - i. Scope of assessment,

- ii. Risks Identified,
  - iii. Risk Analysis,
  - iv. Risk Evaluation,
  - v. Risk Treatment(safe working procedures)
  - vi. Monitoring and reviewing,
- 3. Resources,
  - a. Health and Safety Staffing Organogram,
  - b. Supervisors, Inspectors and Issuers,
  - c. Employees,
  - d. Subcontractors inclusive of their scope of work and their core resources,
  - e. Training,
  - f. Plant,
  - g. Vehicles,
  - h. Equipment
- 4. Materials,
  - a. Temporary Materials
  - b. Permanent Materials
- 5. Categories of Work
- 6. Implementation of Health and Safety Plan,
  - a. Administrative systems,
  - b. Training,
  - c. Reporting,
  - d. Monitoring,
  - e. Inspections,
- 7. Auditing,
  - a. Internal audits,
  - b. Follow-up audits,
- 8. Financial Aspects,
- 9. Emergency procedures and response

### **8.3. Risk Assessment**

#### **8.3.1 General**

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. According to SANS 31000:2009, Risk is the overall process of risk identification, risk analysis, and risk evaluation. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

### **8.3.2 Forms of Risk Assessment**

In order to ensure compliance with the Construction Regulations, the Contractor will be required to carry out the following three forms of risk assessment:

#### **8.3.2.1 Activity based risk assessment**

#### **8.3.2.2 Issue based risk assessments**

#### **8.3.2.3 Continuous risk assessments**



### **8.3.4 Methodology for the Preparation of Risk Assessments**

The Contractor shall in the preparation of risk assessments, follow the following general principles:

- Appoint in writing a suitably competent risk assessor
- The appointed risk assessor shall lead the risk assessment process
- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment.

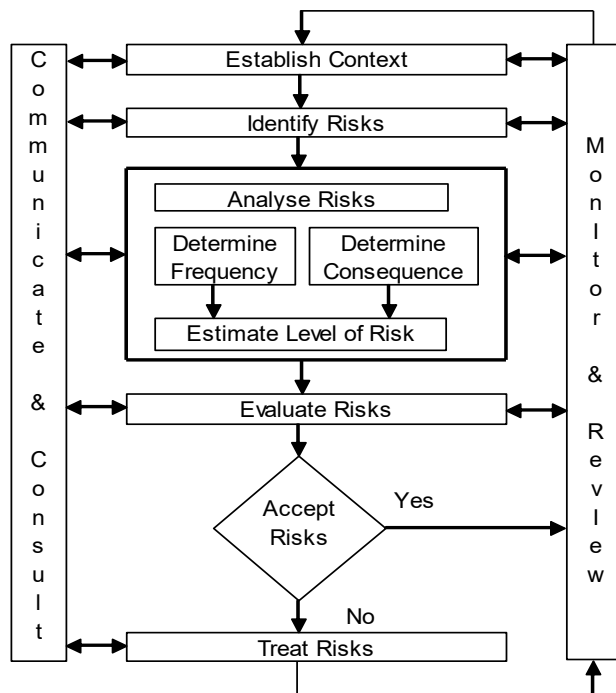
### **8.3.5. Elements of a Risk Assessment**

The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts. The main steps or elements of the risk assessment process are as follows:

- 1) Consider scope and nature of risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
- 2) Systematically identify risks,
- 3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
- 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
- 5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),

- 6) Monitor and review progress and performance in terms of management system, and
- 7) Communicate and consult.

The above steps are as depicted in Figure 1, below.



**Figure 1: Risk Management Process**

The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items.

Refer to Baseline Risk Assessment Annexure 2 of this specification..

### 8.3.5.1 Risk Identification

The Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Contractor should bear the following principles in mind when identifying the risks:

- i) Systematically address all risks or hazards on the Works,

- ii) Review all aspects of the work, but consider only those that have a potential to cause harm,
- iii) Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
- iv) Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
- v) Address what actually happens in the workplace during the work activity
- vi) Consider all persons that may be affected,
- vii) Highlight those groups and individuals who may particularly be at risk, and
- viii) Review the adequacy and effectiveness of existing safety controls and measures

### 8.3.5.2 Risk Analysis

In this step, the Contractor will be required to analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the “risk matrix” in Figure 2 below.

| Frequency of Occurrence of Hazard                                 | Severity of Consequences of Potential Hazard |                      |                         |                                |            |               |
|---|--|----------------------|-------------------------|--------------------------------|------------|---------------|
|   | 1 Medically treatable injury                 | 1 Compensable injury | 10 Compensable injuries | 1 Permanently disabling injury | 1 Fatality | 10 Fatalities |
| Frequent; 1 or more occurrences per year                          | Medium                                       | High                 | Very high               | Severe                         | Severe     | Severe        |
| Several times during a career; 0.1 occurrences per year           | Medium-low                                   | Medium               | High                    | Very high                      | Severe     | Severe        |
| Unlikely, but possible during a career; 0.01 occurrences per year | Low  | Medium-low           | Medium                  | High                           | Very high  | Severe        |
| Very unlikely during a career; 0.001 occurrences per year         | Low  | Low                  | Medium-low              | Medium                         | High       | Very high     |
| Barely credible; 0.0001 occurrences per year                      | Low  | Low                  | Low                     | Medium-low                     | Medium     | High          |

**Figure 2: Compounded Risk Matrix**

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions, able they qualitative. The risks evidently range from low to severe. Note that diagonals in the matrix represent the risks of the identified hazards, taking the effectiveness of controls into consideration.

The table represents a typical risk matrix that need not necessarily be adopted by the Contractor. The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.

### **8.3.5.3 Risk Evaluation**

In this step the Contractor will be required to compare the risks found during the analysis process with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

- If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or
- If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or
- If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or
- If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

### **8.3.5.4. Risk Treatment**

The contractor must select one or more options of modifying risks, and implementing those options. The option(s) selected must be covered in the safety plan and be followed as prescribed. Reference can be made to SANS31000:2009 for different risk treatment options. SANS 31000:2009, clause 5.5.3 may be consulted in preparing and implementing risk treatment plans.

### **8.3.6. Reporting and Recording of Risks**

The Principal Contractor shall ensure that the risk assessment process is recorded and included in the Health and Safety Plan. The risk assessment document should be easily accessible to the Contractor's employees, their representatives, to inspectors, the

Employer or his Safety Agent. The essential contents of the document should be as follows:


- Objectives and expected outcomes,
- Description of the Works under assessment,
- Summary of context of study
- Composition of risk assessment team, (including qualifications and relevant experience),
- Approach used to systematically identify risks,
- Identified risks (ranked in order of priority),
- Method adopted for assessing frequencies and consequences of risks,
- Consequences (ranked in order of magnitude),
- Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk,
- Basis for defining safety standards to be achieved,
- Contractor's resources devoted to risk assessment,
- Actions proposed to reduce unacceptably high risks,
- Review effectiveness of existing safety measures to control risks, and
- Implementation of program of selected treatments (including controls to manage unacceptably high risks).

## **8.29. Auditing**

### **8.29.1. Internal Audits**

The Principal Contractor shall conduct periodic site audits as contemplated in section 7.(1.c.vii) of the Construction Regulations 2014

The Principal Contractor will ensure that the same arrangement detailed above be implemented with his Sub Contractors to ensure his compliance with the Construction Regulations.

|  |   |  |
|--|---|--|
| <br>CITY OF<br><b>TSHWANE</b><br>RESILIENCE | City of Tshwane: Energy and Electricity Business Unit |  |
|  | Baseline Risk Assessment                              |  |

#### PROJECT INFORMATION:

| LOCATION:   | SCOPE OF WORK:   |
|---|--|
| City of Tshwane Network Control Centre<br>Cnr Behrens and Flower street,<br>Technical Service Electricity Depot,<br>Capital Park,<br>Pretoria | 1. EEBU 09-2025/26: REQUEST FOR PROPOSALS (RFP)<br>FOR A TURNKEY SOLUTION FOR THE DESIGN, SUPPLY,<br>INSTALLATION, TESTING AND COMMISSIONING OF A<br>HYBRID PHOTOVOLTAIC (PV) EMBEDDED GENERATION<br>SYSTEM FOR THE CITY OF TSHWANE ELECTRICITY<br>NETWORK CONTROL CENTRE FOR A ONE-YEAR<br>PERIOD |

#### RISK RATING AND ABBREVIATIONS:

| Risk Rating   | Abbreviations   |
|---------------|-----------------|
| 15-25 EXTREME | S = SAFETY      |
| 8 - 14 HIGH   | H = HEALTH      |
| 4 - 7 MEDIUM  | E = ENVIRONMENT |
| 1 - 3 LOW     | Q = QUALITY     |

# RISKS CONSEQUENCES AND PROBABILITY:

| RISKS                      |   | CONSE-<br>QUENCES | PROBABILITY    |        |          |          |                   |
|----------------------------|---|-------------------|----------------|--------|----------|----------|-------------------|
|                            |   |                   | Almost Certain | Likely | Possible | Unlikely | Almost Impossible |
|                            |   |                   | 5              | 4      | 3        | 2        | 1                 |
| <b>SH<br/>E<br/>Q</b>      | Multiple fatalities, or significant irreversible effects to >50 persons<br>Serious, long term environmental impairment of ecosystem function<br>Very serious impact on quality of product/service. Definite loss of customer or discontinuation of contract with service provider | 5                 | 25             | 20     | 15       | 10       | 5                 |
| <b>S<br/>H<br/>E<br/>Q</b> | Single fatality and/or severe irreversible disability to one or more persons<br>Serious medium term environmental effects<br>Serious impact on quality of product / Probable loss of customer or discontinuation of contract with service provider                                | 4                 | 20             | 16     | 12       | 8        | 4                 |
| <b>S<br/>H<br/>E<br/>Q</b> | Moderate irreversible disability or impairment (<30%) to one or more persons.<br>Moderate, short-term effects but not affecting ecosystem function<br>Moderate impact on quality of product / Possible loss of customer or discontinuation of contract with service provider      | 3                 | 15             | 12     | 9        | 6        | 3                 |
| <b>S<br/>H<br/>E<br/>Q</b> | Objective but reversible disability requiring hospitalization<br>Minor effects on biological or physical environment<br>Minor impact on quality of product / Minor impact on relationship with customer or service provider   | 2                 | 10             | 8      | 6        | 4        | 2                 |
| <b>S<br/>H<br/>E<br/>Q</b> | No medical treatment required.<br>Limited damage to minimal area of low significance<br>Limited impact on quality of product / Minimal impact on relationship with customer or service provider   | 1                 | 5              | 4      | 3        | 2        | 1                 |



# PROJECT BASELINE RISK ASSESSMENT:

| N<br>o: | Activities                       | Step in<br>Process  | Tools and<br>Equipment   | Hazards in<br>Carrying out<br>this Activities:  | Risk (Harm):   | Risk Analyses: |              |             |              | Risk Reducing Control<br>Measures:   |
|---------|----------------------------------|---|--|---|--|----------------|--------------|-------------|--------------|--|
|         |                                  |   |  |   |  | SHEQ:          | Consequence: | Probability | Risk Rating: |  |
| 1       | Preparation of site              | Arrival of site Personnel   | Construction Vehicles  | <ul style="list-style-type: none"> <li>Not communicating the site hazards / risks to employees and visitors</li> <li>Oil leaks of vehicles</li> <li>Not using PPE</li> </ul>  | <ul style="list-style-type: none"> <li>Injuries to personal and visitors</li> <li>Soil pollution</li> </ul>  |                |              |             |              | <ul style="list-style-type: none"> <li>Make use of drip tray to contain oil leaks</li> <li>Worn correct PPE for the right job</li> <li>Training (Site induction)</li> <li>Remove any oil/ diesel leaking mobile equipment/ vehicles from site and have them repaired at a competent, qualified mechanic</li> </ul>   |
| 2       | Installation of the solar panels | <ul style="list-style-type: none"> <li>Lifting tools and equipment onto a roof</li> <li>Identify the roof pathways</li> <li>Barricade the site of work.</li> <li>Drilling of holes</li> <li>Working on heights</li> <li>Connecting of the panels</li> </ul> | <ul style="list-style-type: none"> <li>Step ladder</li> <li>Barricades</li> <li>Signage</li> <li>Drilling machine</li> <li>Relevant PPE</li> </ul> | <ul style="list-style-type: none"> <li>Using improper lifting techniques</li> <li>Incompetent operator</li> <li>Damage to the roofing</li> <li>Exposure to Sun and Dust</li> <li>Working with defective tools and equipment</li> <li>Falling from the roof</li> <li>Collapsing of roof</li> </ul> | <ul style="list-style-type: none"> <li>Damage of equipments (panels)</li> <li>Serious injuries may lead to fatal</li> <li>Sun burns</li> <li>Inhalation, resulting in acute and or chronic breathing problems.</li> <li>Fatigue</li> </ul> | S<br>H<br>E    | 4            | 4           | 16           | <ul style="list-style-type: none"> <li>Conduct HIRA</li> <li>Training of workers and local labourers</li> <li>Conduct safety talks</li> <li>Tool box talks / awareness training</li> <li>Monitoring installations and stop installations to rest if necessary.</li> <li>Inspect tools and equipment before any work commence.</li> <li>Do not operate/use faulty tools and equipment.</li> <li>Identify and mark all roof pathways.</li> <li>Issue sun burns protection and enforce the use of it.</li> <li>Dust control measure must be in place.</li> <li>Wear proper and relevant PPE all the time.</li> <li>Practice good house keeping</li> </ul> |

|   |                         |  |  |  |  |  |  |  |  |  |
|---|-------------------------|--|--|--|--|--|--|--|--|--|
| 3 | Electrical installation | <ul style="list-style-type: none"> <li>Opening of cable trenches</li> <li>Laying of cables</li> <li>Termination of cables</li> <li>Connection to and Installation of a distribution box</li> </ul> | <ul style="list-style-type: none"> <li>Relevant PPE</li> <li>Termination kits</li> <li>Pliers, side cutters, knife, cables trippers and saw. (Hand tools)</li> </ul> | <ul style="list-style-type: none"> <li>Incorrect use of hand tools.</li> <li>Unsafe hand tools</li> <li>electrocution</li> <li>Exposure to dust</li> </ul> | <ul style="list-style-type: none"> <li>Serious injuries may lead to fatal</li> <li>Injuries from hand tools.</li> <li>Inhalation, resulting in acute and or chronic breathing problems.</li> </ul> |  |  |  |  | <ul style="list-style-type: none"> <li>All hand tools must be checked defects before work commence. Right tools must be used for the right job.</li> <li>Only trained and qualified workers must install cables. Installation instructions must be followed at all the times.</li> <li>Always test the circuit to check whether it is live or dead.</li> <li>Dust control measure must be in place</li> <li>Practice good house keeping</li> </ul> |
|---|-------------------------|--|--|--|--|--|--|--|--|--|

# ANNEXURE 3 MANDATORY AGREEMENT(SECTION37.2)

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 BETWEEN  
THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY  
(Hereinafter referred to as the “CLIENT ”)  
AND

.....

Herein represented by ..... in  
his/her capacity as ..... duly  
authorised by virtue of a resolution dated .....  
Attached hereto as Annexure A of the said .....  
(hereinafter referred to as the “CONTRACTOR”).

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City of Tshwane

In compliance with  
the CIDB Standard  
for Uniformity

WHEREAS the CONTRACTOR is the mandatory of the CLIENT as contemplated in an agreement in respect of

.....  
Contract number

.....  
AND WHEREAS section 37 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as the “ACT”), imposes certain powers and duties upon the CLIENT.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with: Provided that should the CLIENT prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations and the CONTRACTOR expressly absolves the CLIENT from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the case may be.
4. The CONTRACTOR agrees that any duly authorised officials of the CLIENT shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with this undertaking as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the CLIENT any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge as the case may be.

Thus signed at PRETORIA for and on behalf of the CLIENT on this the.....day of.....  
..... 20 .....

AS WITNESSES:

1. ....

2. ....  

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City of Tshwane

SIGNATURE

In compliance with  
the CIDB Standard  
for Uniformity

.....  
NAME AND SURNAME

.....  
CAPACITY

Thus signed at PRETORIA for and on behalf of the CONTRACTOR on this the

..... day of ..... 20 .....

AS WITNESSES:

1. ....

2. ....

.....  
SIGNATURE

.....  
NAME AND SURNAME

.....  
CAPACITY

# **ANNEXURE 4**

## **ACKNOWLEDGEMENT OF RECEIPT OHS SPECIFICATION**

**Acknowledgement of receipt of OHS Specification:**

Name of Designer/Contractor

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I, the undersigned, hereby acknowledge that I have obtained copies of OHS Specification and confirm full compliance to the conclusion of project or construction work.

Signed at .....on this ..... Day of.....20.....

Signature of Designer /Contractor Manager

Date

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Signature of Contractor Supervisor

Date

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Witness 1 ..... Witness 2 .....