

TENDER

SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO

SCMU5-24/25-0020

NAME OF COMPANY:

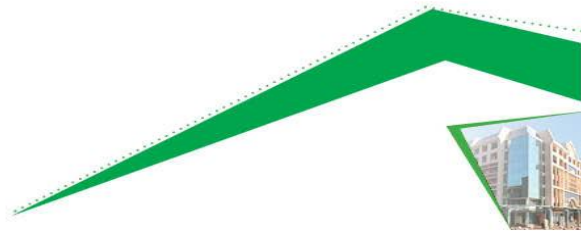
CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 11th APRIL 2024

TIME: 11:00 am

Department of Public Works & Infrastructure
3rd Floor. Office 3-46
Independence Avenue
Qhasana Building
5605



T1.1 A. TENDER NOTICE AND INVITATION TO TENDER

The Eastern Cape Department of Public Works & Infrastructure invites contractors with a CIDB Grading of **4EB/4EP or higher** in the following Class of works (**EB or EP**) to tender “**SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO**” for a **3 months’** contract.

The contract will be based on the NEC 3 of June 2005 and Eastern Cape Department of Public Works & Infrastructure will enter into a contract with the successful tenderer. Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Tender documents are downloadable for free of charge from National Treasury’s eTender Portal: (<http://www.etenders.gov.za/content/advertised-tenders>) or from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) from **08th March 2024**.

Below is a link containing a Bill of Quantities, Drawings & OHS Specification.

[SCMU5-24-25-0020](#)

A compulsory briefing meeting on the **18th March 2024**, at Sophia Road, Mt Frere Social Cluster Offices, Mt Frere, 5090. Prospective bidders to meet at the main entrance of the site at **12h00**. It will be advantageous that all bidders attend the site briefing.

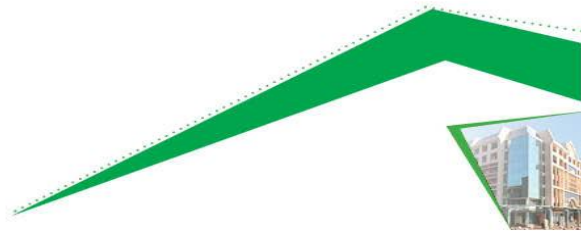
Queries relating to the issue of these documents may be addressed in writing to : supply.chain@ecdpw.gov.za **Technical enquiries:** may be addressed in writing to Mr. V. Sekonyela – email: Viwe.Sekonyela@ecdpw.gov.za.

B. TENDER SUBMISSIONS

The closing time for receipt of tenders by the ECDPWI is **11:00am** on **11th April 2024**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked “**SCMU5-24/25-0020: “SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO”** must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED “TENDERS”, BISHO**.

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



C. BID EVALUATION:

This bid will be evaluated in Three (3) phases as follows:

Phase One: Compliance, responsiveness to the bid rules and conditions.

Phase Two: Functionality – the minimum threshold to be further evaluated is 85 on the requirements

Phase Three: Preferential Procurement Policy Framework Act (PPPFA), and Preferential Procurement Regulations 2022.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	80 points
Maximum points for Specific Goals	-	20 points
Maximum points	-	100 points

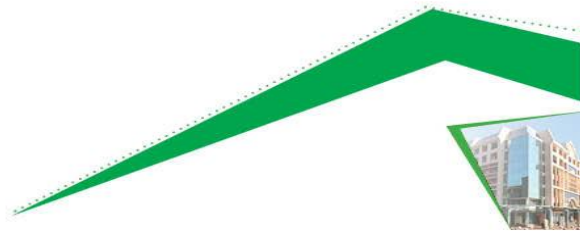
D. BID SPECIFICATIONS, CONDITIONS AND RULES

1. The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data
2. The specifications, rules, special conditions of bid, evaluation criteria, and rules for evaluation for compliance to local content and other bid conditions are detailed in the document.
3. The Department of Public Works and Infrastructure SCM policy applies.
4. Tender validity period is **120 days**.

E. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

- **SCM RELATED ENQUIRIES**
Email Address: supply.chain@ecdpw.gov.za
- **TECHNICAL ENQUIRIES**
Mr. Viwe Sekonyela
Tel No: **078 053 8591**
Email Address: Viwe.Sekonyela@ecdpw.gov.za
- **FOR COMPLAINTS, FRAUD, & TENDER ABUSE:**

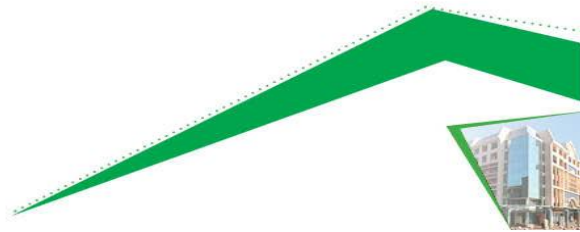
Call: 0800 701 701



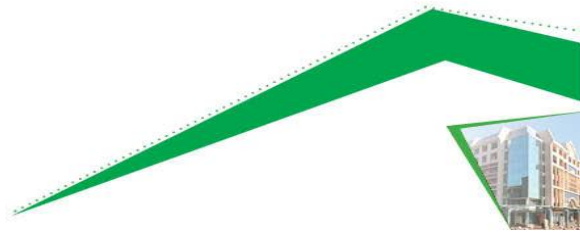
T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**. Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

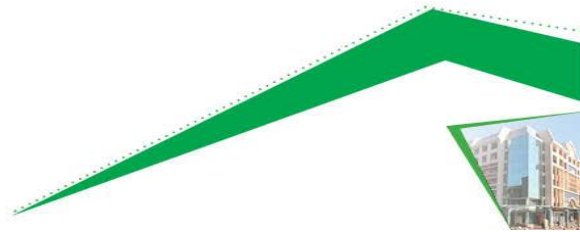
Clause number	Tender Data
3.1	The Employer is Public Works & Infrastructure – Eastern Cape
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Dispute Resolution Mechanism</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The Employer's Agent is:</p> <p>Name: Mr. Viwe Sekonyela Department of Public Works & Infrastructure Mt Ayliff Tel: 078 053 8591 E-mail: Viwe.Sekonyela@ecdpc.gov.za</p>
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 3: Three(3) stage procurement procedure shall be applied.



4	Tender's obligations
4.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB 4EB/4EP or higher class of construction work; and</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the CIDB Grade 3EB/3EP or higher class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB Grade 4EB/4EP or higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. 4. Joint Venture Agreement.
4.2	The employer will compensate the tender as per NEC 3 of 2005. The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	<p>Confidentiality and copyright of documents</p> <p>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.</p>
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	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.
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p> <p>Tender documents will not be made available at the clarification meeting</p>
4.8	<p>Seek clarification</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least 7 (Seven) working days before the closing time stated in the tender data.</i></p>
4.9	<p>Tenderers are required to state the rates and currencies in Rands.</p> <p>Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. 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.</p> <p>State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.</p>



4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) the parts communicated electronically by the employer or its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BISHO. Physical address: Independence avenue, Ground Floor, Qhasana Building, Bisho 5605 Identification details: SCMU5-24/25-0020: "SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO" Closing Time and Date: 11th April 2024 at 11:00
4.13.5	The tenderer is required to submit with his tender the following certificates: 1. a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. 2. CIDB Grading certificate or CRS number.
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does 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.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. 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. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is 120 days . 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. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any



	conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	<p>Placing of contractors under restrictions / withdrawal of tenders</p> <p>If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state.</p> <p>Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on CIDB Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.</p>
4.16	Access shall be provided for the following inspections, tests and analysis: N/A
4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy
5	Employer's undertakings
5.1	The Employer will respond to requests for clarification received up to Seven (7) working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until Seven (7) working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at 11:00am hours .
5.4	Do not disclose to tenderers, or to any 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.
5.5	<p>Determine, after opening and before detailed evaluation, whether each tender offer that was properly received</p> <ul style="list-style-type: none"> a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. <p>A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would</p> <ul style="list-style-type: none"> d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
5.6	<p>Arithmetical errors, omission and discrepancies</p> <p>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.</p> <p>For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p>
5.7.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

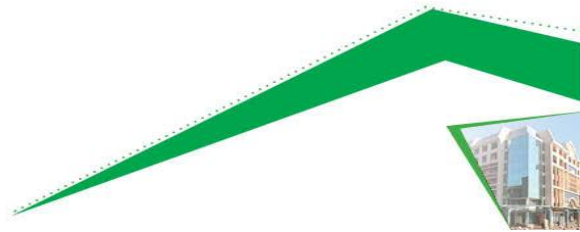
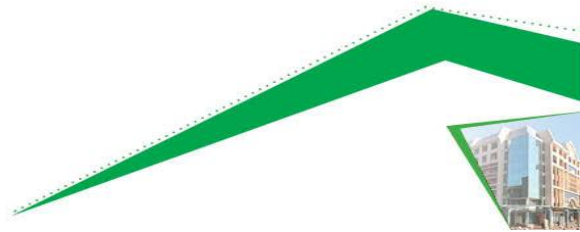
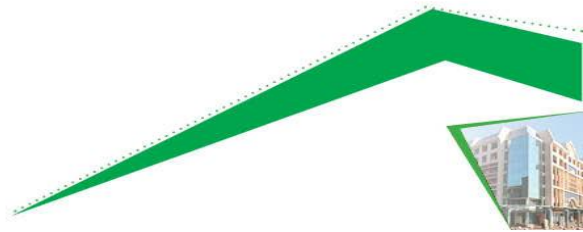


Table F.1: Formulae for calculating the value of A			
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

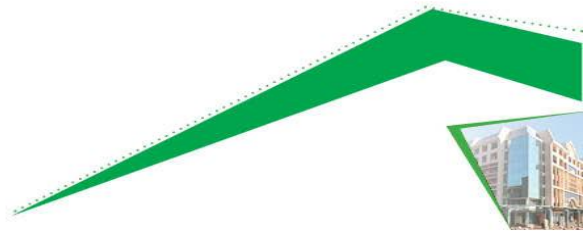
5.7.2	<p>The procedure for the evaluation of responsive tenders is Method 3: Administrative Compliance, Functionality, Price and Preference:</p> <p>Phase 1: Administrative requirements and Mandatory requirements Phase 2: Functionality Phase 3: Price and preference (80/20 system)</p>
	<p>1. <u>PHASE ONE RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</u></p> <p>Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none"> 1. Bid Document (This Document must be submitted in its original format) 2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. 3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. And must the status on CIDB be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage). 4. Bidders must be a legal entity. 5. Form of offer and Acceptance (fully completed and signed) 6. SBD 4- Bidder's Declaration (fully completed and signed) - SBD4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1. 7. Incomplete or unsigned or poorly completed forms SBD 4 will lead to a bidder being declared non-responsive 8. Compulsory Enterprise Questionnaire (Completed and signed) 9. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s). Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV 10. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern 11. Resolution to Sign (if applicable) 12. Declaration of Employees of the State or other State Institutions 13. Attendance of compulsory briefing meeting (where applicable) 14. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will



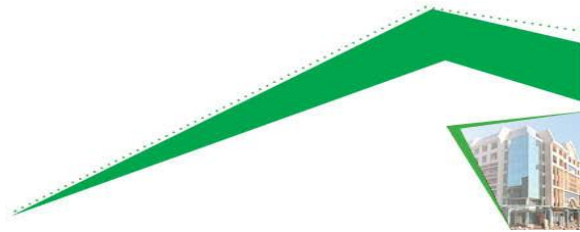
	<p>result increase commercial risk of the bid and may lead to elimination or passing over of the bidder</p> <p>Other Conditions of bid (Non eliminating unless expressly mentioned in the document):</p> <ol style="list-style-type: none"> 1. The bidder must be registered on the Central Supplier Database (CSD) prior the award 2. All bidders' tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD. In cases where the bidder's status is found non-compliant, the bidder will be granted 7 days to correct the status. A bidder that fails to rectify its tax matters with SARS will be declared non-responsive 3. The bidder has duly completed and signed the SBD 1, and SBD 6.1. 4. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead to the non-awarding of points for specific goals. 5. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, and contact person, contact details). Refer to Annexure I and Annexure M. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points 6. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points 7. Bidders must submit their company profiles, list of available resources, plant and machinery, and any other additional capacity with the bid. Refer to Annexures K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points. 8. The bidder must also list all projects where there are pending litigations or litigations that have been concluded. The form for this is also attached after Annexure J. 9. The Department will contract with the successful bidder by signing a formal contract. 10. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase the commercial risk of the bid and may lead to elimination or passing over of the bidder. 11. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better 12. DPWI Policy applies. 13. Protection of personal information: Consent (POPIA). 14. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. NEC 3 of June 2005)
	<p>2. <u>PHASE TWO: FUNCTIONALITY</u></p> <p>Functionality Evaluation Criteria</p> <p>The functionality evaluation will be conducted by the end-user/operations/the Bid Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on threshold criteria. The criteria will be as follows:</p> <p>Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below.</p> <p>The criteria for functionality will be evaluated as follows:</p> <ol style="list-style-type: none"> I. The tenderer will be marked out of a total of 100 points. II. Only tenderers scoring 85 points (and more) out of 100 points for functionality evaluation will be considered for further evaluation on Price and Specific Goals (80:20 split). III. Tenderers are to submit tender documentation for the Construction of a 150 kWp Rooftop PV Solar plant at Mt Frere Social Cluster Offices, Mt Frere.



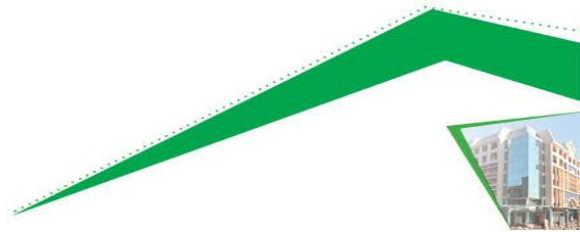
	A combined functionality score will be calculated from the construction and maintenance criteria as shown below			
	1	EXPERTISE OF PROPOSED KEY PERSONNEL - Maximum Points = 30		
		Criteria	Points	Points Scored
		<p>CVs of proposed key personnel with experience in solar PV projects, the persons need not be in the current employ of the entity at the time of submission, but a commitment either of subcontract agreement between entity and subcontractor (person or entity) or consent between the entity and person whose CV is submitted shall be presented and signed by the proposed individual/subcontractor.</p> <p>NB: Proposed key personnel shall be qualified / registered in their respective trades/professions</p> <p><u>Project Team</u></p> <ul style="list-style-type: none"> • Project Manager / Team Leader (Engineer/Technician) with 5 years or more experience • Design Engineer / Technician with 5 years or more experience Installation Electrician with 5 years or more and have a PV Green Card 		
		Project team – all individuals have 5 years' experience or more	30	
		Project team – one or more individuals have over 3 years' experience but less than 6 years	20	
		Project team – one or more individuals have over 1 year' experience, but less than 3 years	10	
		Project team – one or more individuals have less than 1 year'	5	
	2	PROJECT EXPERIENCE AND REFERENCES - Maximum Points = 30		
		Criteria	Score	Points Scored
		Bidder has successfully supplied, constructed, and commissioned rooftop PV Solar plant of a minimum 100kWp plant size. Bidder to provide reference of projects completed within the last 10 years, that has valid Client references on a client letterhead, with valid contact details. Client reference letter to include, Project name, description of works (including plant size), location of works, start date, completion date.		
		4 projects or more	30	
		3 projects	20	



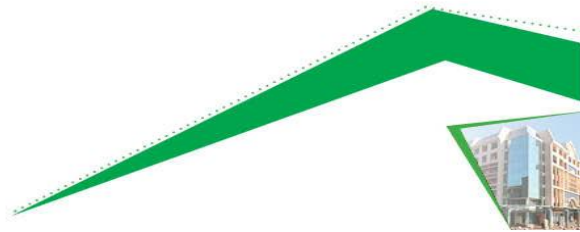
		2 project	10	
		1 Project	5	
	3	METHODOLOGY AND TIMEFRAMES - Maximum Points = 20		
		Criteria	Score	Points Scored
		<p>Submit a Method Statement for the construction of a rooftop PV solar plant that contains: Construction Methodology, Quality Management plan and Safety plan, in-line with construction safety regulations and industry standards and requirements. Construction methodology submitted must include the following: PV Mounting Frame Structure installation, Mounting of PV modules, PV Module Stringing LV Electrical System installation. (NB: Points will not be awarded to method statements that do not contain the info stipulated above).</p> <p>Submit a project program on a Gantt Chart indicating timeline, deliverables and dependencies. Program must include the following: PV Mounting Frame Structure installation, Mounting of PV modules, Inverter, LV Electrical System installation. (NB: Points will not be awarded to method statements that do not contain the info stipulated above)</p>		
		Submit both Methodology and project program	20	
		Submit either Methodology or project program	10	
	4	FINANCIAL GUARANTEE - Maximum Points = 20		
		Criteria	Score	Points Scored
		<p>The bidder must show capacity to fund the initial cash commitments for the procurement of material. To do so, a bank guarantee letter must be provided. Any other proof of financial resources of funding which the bidder intends on utilizing to fund the project can also be submitted. (The Department requires this information to ascertain whether the bidder can carry the initial cash commitments required for the procurement of material without additional external support)</p>		
		Supply a R 2 500 000.00 financial guarantee	20	
		Supply a R 1 500 000.00 financial guarantee	10	



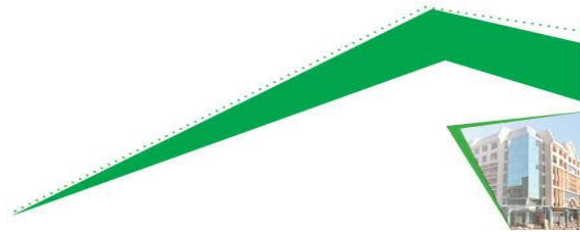
	A guarantee of less than R 1 500 000.00	Zero									
<p>3. PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS/ PPR2022</p> <p>The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> and <i>Preferential Procurement Regulations of 2022</i>:</p> <table border="1"> <thead> <tr> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td> <td>80</td> </tr> <tr> <td>SPECIFIC GOALS</td> <td>20</td> </tr> <tr> <td>TOTAL</td> <td>100</td> </tr> </tbody> </table> <p>Please note:</p> <ol style="list-style-type: none"> Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals. The Department intends to award this to the highest point scorer as whole, unless circumstances justify otherwise. All information will be verified through CSD. SBD 6.1 is attached. <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value exceeding R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> <p>The financial offer will be scored using the following formula:</p> $A = (1 - \frac{P - P_m}{P_m})$ <p>The value of value of W_1 is:</p> <ol style="list-style-type: none"> 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000. 				Criteria	Points	POINTS ON PRICE	80	SPECIFIC GOALS	20	TOTAL	100
Criteria	Points										
POINTS ON PRICE	80										
SPECIFIC GOALS	20										
TOTAL	100										
5.7.3	The procedure for the evaluation of responsive tenders is Method 3 (Price, functionality and preference)										
5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: N/A										
5.7.5	Each evaluation criteria will be assessed in terms of five indicators – N/A										
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A										
5.8	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy. the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; 										



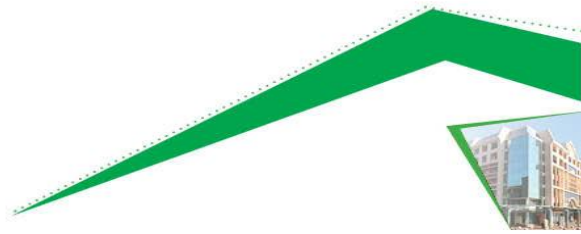
	<p>e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>f) the tenderer has not:</p> <p>i) abused the Employer's Supply Chain Management System; or</p> <p>ii) failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>g) the tenderer has completed the Compulsory Declaration 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;</p> <p>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;</p> <p>i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>j) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.</p> <p>k) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>l) the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.</p> <p>m) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.</p> <p>n) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>o) The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.</p> <p>p) The work packages to be implemented by the local SMMEs are already set or allocated in the Bills of Quantities of the project as provisional sum that a contractor will price only Profit and Attendance for. The responsibility to sub-contract with competent and capable sub-contractor's rests with the main contractor/supplier. Once awarded, to bring harmony on site, the department reserves the right to intervene in the selection of local sub-contractors or SMMEs on site.</p>
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> • Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
T.2.1	A. List of returnable documents
1	Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.



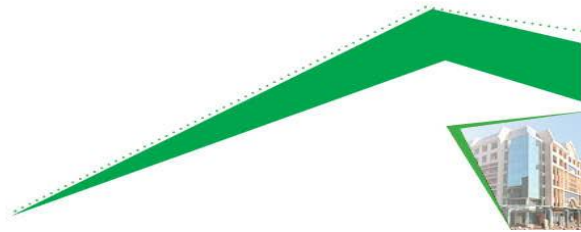
	<ul style="list-style-type: none"> • Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	<p>Returnable Schedules required for tender evaluation purposes The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> • Record of Addenda to Tender Documents • Proposed amendments and qualifications • Compulsory Enterprise Questionnaire (JV partners must complete separate Questionnaire forms and submit). • SBD 1, 4 & 6.1. • Protection of personal content: Consent • Form of Offer and Acceptance • Complete priced Bills of Quantities, including Final Summary • Certificate of Authority for Joint Ventures, .
3	<p>Other documents required for tender evaluation purposes The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> • A CSD Report for a contractor with valid and correct information. • A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
4	<p>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> • A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
5	<p>Only authorized signatories may sign the original and all copies of the tender offer where required.</p> <ul style="list-style-type: none"> • In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. • In the case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company. • In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf. • In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender. • In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a resolution of each company of the joint venture together with a resolution by its members authorizing a member of the joint venture to sign the documents on behalf of the joint venture. JV NOT APPLICABLE. <p><u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
6	<p>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 nonresponsive.</p>
7	<p>Canvassing and obtaining of additional information by tenderers 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. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p>Prohibitions on awards to persons in service of the state</p>



	<p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> who is in the service of the state; or 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 a person who is an advisor or consultant contracted with the Department or municipal entity. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a member of: - <ol style="list-style-type: none"> any municipal council; any provincial legislature; or the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an official of any Department or municipal entity; an employee of any national or provincial department; provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature. <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>
9	<p>Awards to close family members of persons in the service of the state</p> <p>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 8 above), or has been in the service of the state in the previous twelve months, including -</p> <ol style="list-style-type: none"> the name of that person; the capacity in which that person is in the service of the state; and the amount of the award. <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>
10	<p>Respond to requests from the tenderer</p> <p>The employer will respond to requests for clarification up to 5 (five) working days before the tender closing time.</p>
11	<p>Opening of tender submissions</p> <p>Tenders will be opened immediately after the closing time for tenders</p>
12	<p>Scoring quality / functionality: N/A</p>
13	<p>Cancellation and re-invitation of tenders</p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <ol style="list-style-type: none"> due to changed circumstances, there is no longer a need for the services, works or goods requested; or funds are no longer available to cover the total envisaged expenditure; or no acceptable tenders are received. Tender validity period has expired. Gross irregularities in the tender processes and/or tender documents. No market related offer received (after attempts of negotiation processes)



	Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
14	Dispute resolution mechanism will be done through the Adjudication route.
15	The department must; when acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.
15	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the cidb for investigation as a breach of the cidb Code of Conduct in terms of the cidb Regulations ; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.



T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for quotation evaluation purposes

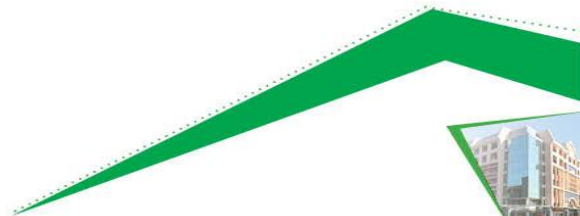
- Compulsory enterprise questionnaire
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Final Summary (Bills of Quantities)

3 Returnable Schedules that will be incorporated into the contract

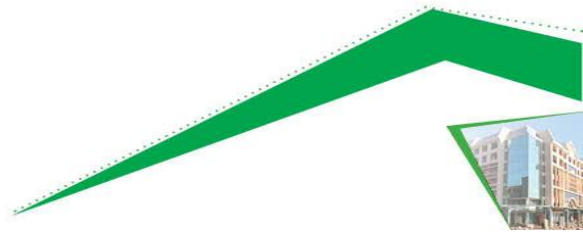
- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – at least **3**
- SBD 1, 4 & 6.1.
- Protection of personal content: Consent



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU5-24/25-0020	CLOSING DATE:	11 th APRIL 2024	CLOSING TIME:	11:00
DESCRIPTION:	SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF PUBLIC WORKS& INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BHISHO.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON	Viwe Sekonyela		
TELEPHONE NUMBER		TELEPHONE NUMBER	078 053 8591		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	supply.chain@ecdpw.gov.za	E-MAIL ADDRESS	Viwe.Sekonyela@ecdpw.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B

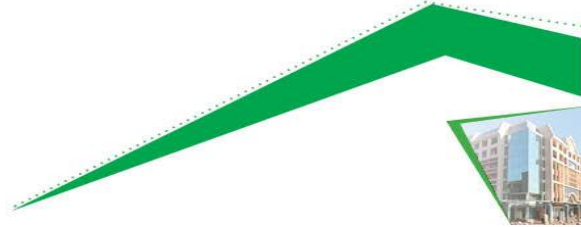
TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. NOT APPLICABLE.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”</p>

SIGNATURE OF BIDDER:

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

DATE:



Compulsory Enterprise Questionnaire

A

Compulsory Enterprise questionnaire

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: 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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number Tax reference number

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

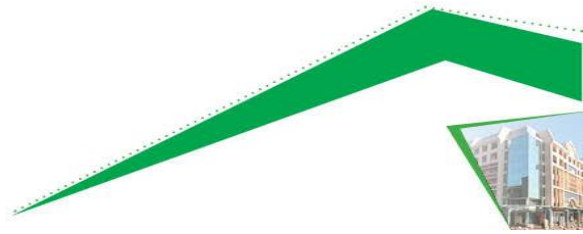
Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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; 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;
- 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
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

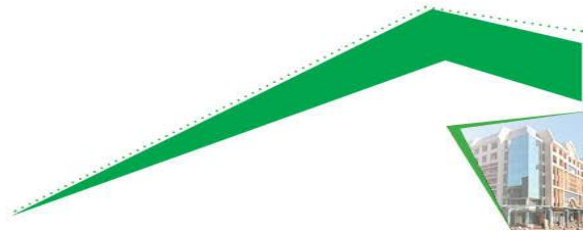
2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

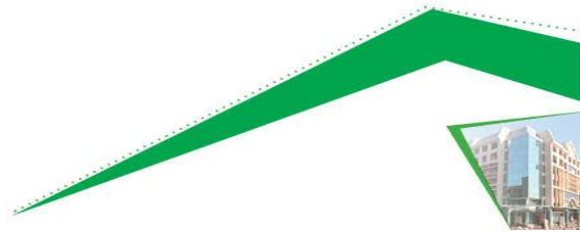
- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

..... Signature	..... Date
..... Position	..... Name of bidder

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



SBD 6.1

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 all bids:

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

1.2 To be completed by the organ of state

(a) The applicable preference point system for this tender is the 90/10 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:

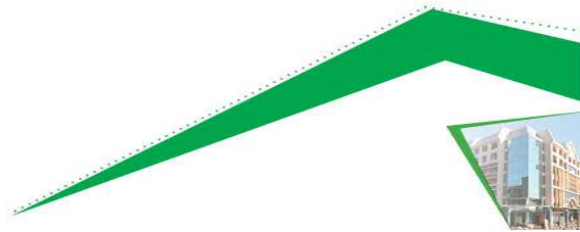
	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

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



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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual:-		
(a) 100% black ownership	8	
(b) 51% to 99% black ownership	6	
I Less than 51% black ownership	0	
Black women ownership:-		
(a) 100% black women ownership	6	
(b) 30% to 99% black women ownership	4	
I Less than 30% black women ownership	0	
Black youth ownership:-		
(a) 100% black youth ownership	4	
(b) 30% to 99% black youth ownership	2	
I Less than 30% black youth ownership	0	
Locality:-		
(a) Within the Eastern Cape	2	
(b) Outside the Eastern Cape	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

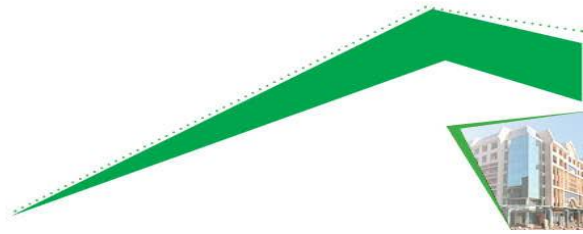
4.3. Name of company/firm.....

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 Comp

[TICK APPLICABLE BOX]



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

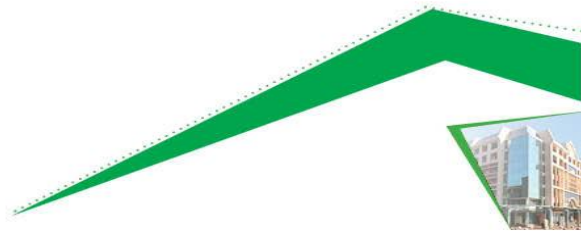
- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME & NAME

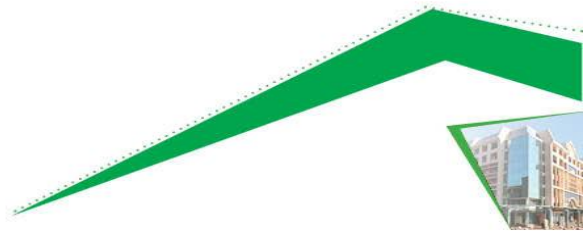
DATE

ADDRESS.....

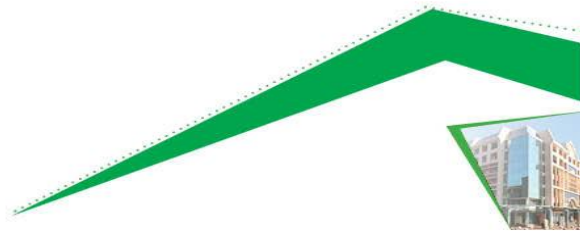


***PROOF OF REGISTRATION ON THE NATIONAL
TREASURY CENTRAL SUPPLIER DATABASE (CSD
REPORT)***

(ATTACH HERE)



VALID CIDB CERTIFICATE OF A TENDERER
(ATTACH HERE)



PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion. As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public Works and Infrastructure from time to time. The Department of Public Works and Infrastructure confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

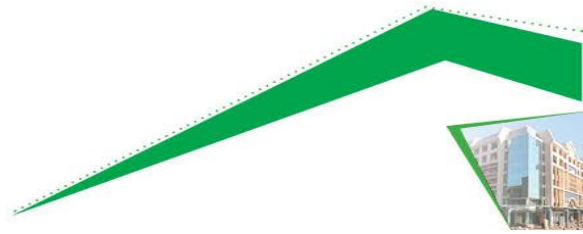
The Department of Public Works and Infrastructure hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Department of Public Works and Infrastructure does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Department of Public Works and Infrastructure. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Department of Public Works and Infrastructure requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The Department of Public Works and Infrastructure and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:

- a) They process the information only for the express purpose for which it was obtained.
- b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
- c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
- d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
- e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
- f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.



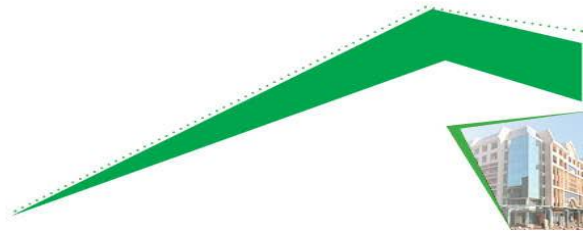
3. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.
4. Bidder's Obligations
 - a) The Bidder is required to notify the Information Officer of Department of Public Works and Infrastructure, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Public Works and Infrastructure's personal information.
 - b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
 - c) The Bidder shall be required to provide the Department of Public Works and Infrastructure with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
 - d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Department of Public Works and Infrastructure.

On behalf of the Bidder:

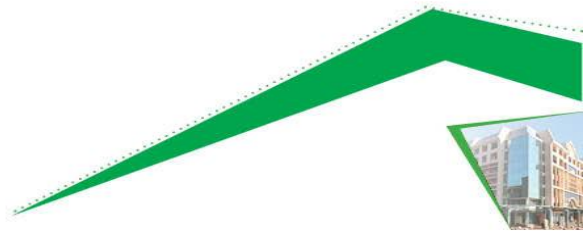
..... Signature	..... Date
..... Position	..... Name of the Bidder

On behalf of the Client:

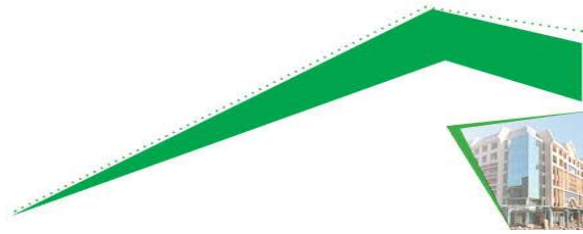
..... Signature	..... Date
..... Position	..... Name of client representative



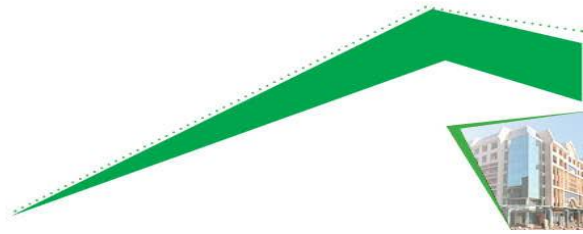
THE CONTRACT



FORM OF OFFER



PART C1 AGREEMENTS AND CONTRACT DATA PART



C1.1: FORM OF OFFER AND ACCEPTANCE

Annex C

(normative)

FORM OF OFFER AND ACCEPTANCE

Project Title	SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO
SCMU number	SCMU5-24/25-0020

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

.....

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....Rand (in words);

R(in figures) (or other suitable wording)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature

Name

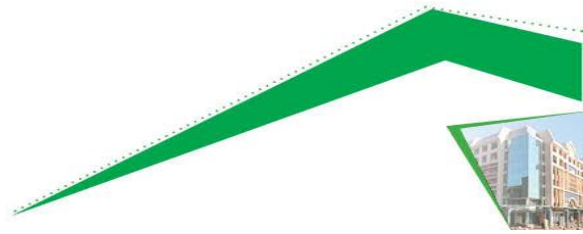
Capacity

for the tenderer

(Name and address of organization)

Name and signature

of witness Date



ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement. The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule. The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature

.....

Name

.....

Capacity

.....

... for the Employer

(Name and address of organization)

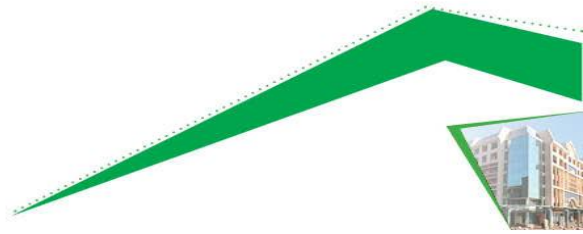
Name and signature of witness Date

.....

Schedule of Deviations

1 Subject _____
Details

2 Subject _____



Details

3 Subject

Details

4 Subject

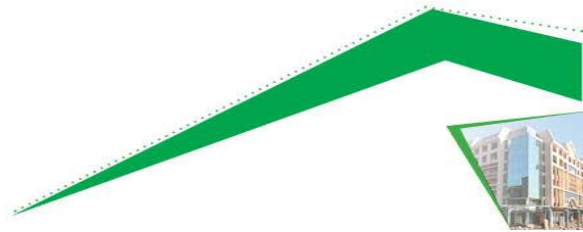
Details

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender/ quotation documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

¹As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.



A

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE		SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO	
SCMU NUMBER		SCMU5-24/25-0020	
I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			

Attach additional pages if more space is required.

Signed

Date

.....

.....

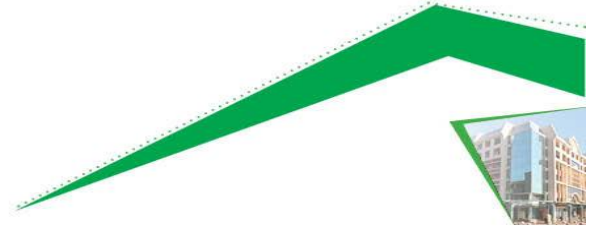
Name

Position

.....

.....

Tenderer



B

PROPOSED AMENDMENTS AND QUALIFICATIONS

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 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

PROJECT TITLE	SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO
SCMU NUMBER	SCMU5-24/25-0020

Page	Clause /Item	Proposal

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



C

RESOLUTION FOR SIGNATORY

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):



D

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

PROJECT TITLE	SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO
----------------------	---

SCMU NUMBER	SCMU5-24/25-0020
--------------------	-------------------------

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....



E

SCHEDULE OF PROPOSED SUBCONTRACTORS

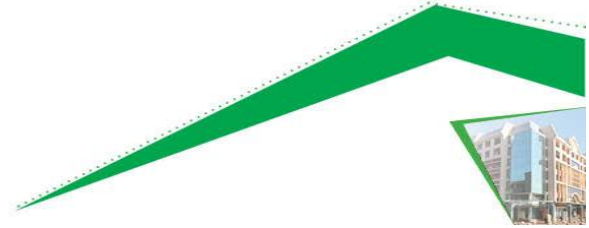
PROJECT TITLE	SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO
SCMU NUMBER	SCMU5-24/25-0020

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below.

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.

We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					



3					
4					

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

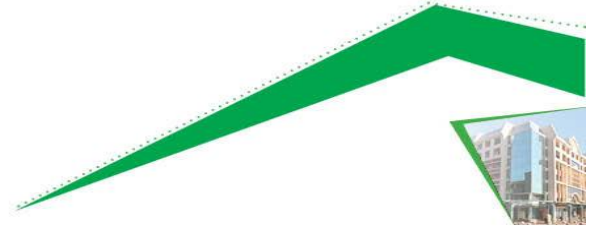
Signed

Date

Name

Position

Enterprise name



F

CAPACITY OF THE BIDDER

PROJECT TITLE	SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO
SCMU NUMBER	SCMU5-24/25-0020
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)</p> <p><i>Artisans and Employees: (Artisans and Employees to be ,or are ,employed for this project)</i></p>	

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Project Manager / Team Leader (Engineer/Technician)		
	Design Engineer/Technician		
	Installation Electrician (PV Green Card)		
	Others		

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

Signed:	.....	Date	.....
Name:	.....	Position	.....
Enterprise Name:			



G

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Tenderers must submit a max one-page description of at least three projects successfully completed. **Attach an Completion Certificate for each of the project provided.**

The description of each project must include the following information:

1. Essential introductory information:
 - 1.1. Name of project.
 - 1.2. Name of client.
 - 1.3. Contact details of client.
 - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer’s team members were contracted.
 - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

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

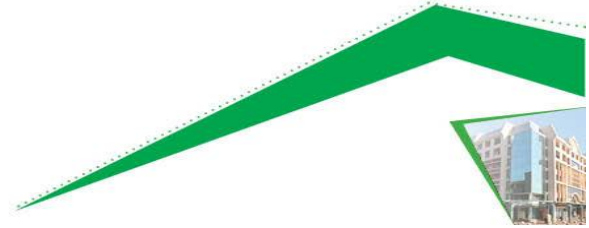
Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



H

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

2. Essential introductory information:
 - 2.1. Name of project.
 - 2.2. Name of client.
 - 2.3. Contact details of client.
 - 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 2.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer’s team members were contracted.
 - 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1					
2					
3					

Attach a separate page to address this issue (the above table is just for reference purposes).

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

Signed

Date

Name

Position

Enterprise name



!

OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)

(Any other client's tender must also be included)

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

Signed

Date

Name

Position

Enterprise name



J

SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer name

.....



K

PROJECT REFERENCE FORMS - 1

Project title:	SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO
Project Number:	SCMU5-24/25-0020

NOTE: This returnable document must be completed by the person who was the Project Manager/Principal Agent on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of _____ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

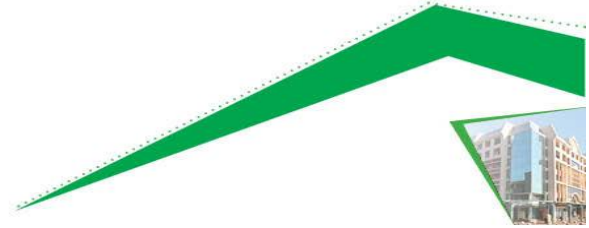
A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:



D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2024.

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date



PROJECT REFERENCE FORMS - 2

Project title:	SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO
Project Number:	SCMU5-24/25-0020

NOTE: This returnable document must be completed by the person who was the Project Manager/Principal Agent on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

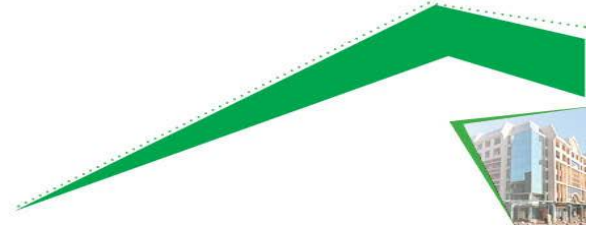
A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:



D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2024.

Signature of principal agent

COMPANY STAMP

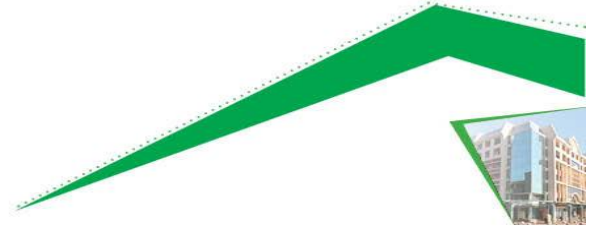
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

 Name of Tenderer

 Signature of Tenderer

 Date



PROJECT REFERENCE FORMS - 3

Project title:	SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO
Project Number:	SCMU5-24/25-0020

NOTE: This returnable document must be completed by the person who was the Project Manager/Principal Agent on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:



D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2024.

Signature of principal agent

COMPANY STAMP

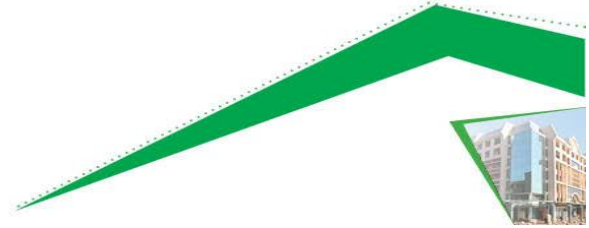
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date



L

BASELINE RISK ASSESSMENT

PROJECT TITLE	SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO
SCMU NUMBER	SCMU5-24/25-0020
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE</i>	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Solar panels	Physical injury, Fatality	Injury to workers			PPE, Use of Scaffolding, Safety Harness
Support frames	Physical injury, Fatality	Injury to workers			PPE, Use of Scaffolding, Safety Harness
Cabling	Physical injury, Fatality	Injury to workers			PPE, Use of Scaffolding, Safety Harness
Inverters	Physical injury, Fatality	Injury to workers			Use PPE
Batteries	Physical injury, Fatality	Injury to workers			Use PPE

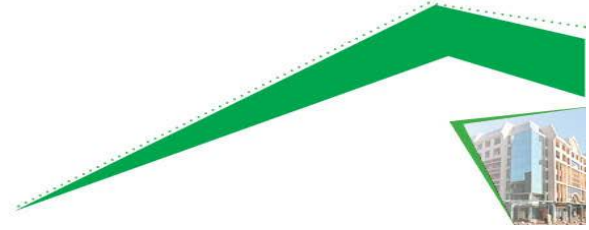
You can list all activities on a separate page to address this issue (the above table is just for reference purposes).

Signed

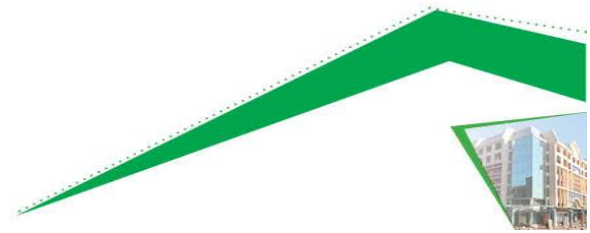
Date

Name

Position



VOLUME 2

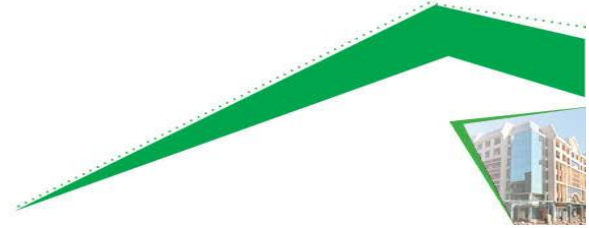


PART C1.2 CONTRACT DATA

PROJECT TITLE:	SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO
SCMU NUMBER:	SCMU5-24/25-0020

Part 1– Data provided by the Employer

Clause	Statement	Data
1. General		
	The conditions of contract are the core clauses and the clauses for main Option: dispute resolution Option and secondary Options of the NEC3 (June 2005)	<p>B Priced contract with bill of quantities</p> <p>W1 Dispute resolution procedure</p> <p>X7 Delay Damages</p> <p>X13 Performance Bond</p> <p>X16 Retention</p> <p>X18 Limitation of liability</p>



10.1	The Employer is (name):	Eastern Cape Department of Public Works & Infrastructure
	Address	Department of Public Works and Infrastructure 3 rd Floor. Office 3-46 Independence Avenue Qhasana Building 5605
	Represented by:	TBA
	Tel No.	
	Fax No.	

11.2(2)	The Affected Property is	Mt Frere Social Cluster Offices, Sophia Road
11.2(13)	The works is	Supply, install and commission solar system
11.2(15)	The works information is	The Scope is in Part C3: Scope of Work in this document.
11.2(16)	The site information is	The site is as described in the Site Information of this document.
12.2	The law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English
13.2	The period for reply is	7 days

2. The Contractor's responsibility		
21.2	The contractor's design	The Contractor shall submit proposed solar installation layout that meets criteria for approval

3. Time		
30.1	The starting date is	Site Handover Meeting Date.
30.2	The completion date is	The completion date for the whole of the works is the date following 12 weeks after the starting date, which includes a period of 4 weeks for the Contractor to provide the Client with the necessary bonds, guarantees, insurance certificates, OHS plan, and other information required by this contract. The period of 4 weeks includes one week for the Client to assess and process the submitted documentation.



4. Testing and defects	
41.1	The defects date is 52 weeks after Completion.
42.3	The defect correction period is 2 weeks.

5. Payment		
50.1	The assessment interval is	Monthly
51.1	Certify payment	Delete the first sentence of Clause 51.1 and replace with the following: The Client certifies a payment within one week of the assessment day. The Contractor prepares a tax invoice for the exact amount certified by the Client. The Contractor submits the tax invoice together with the corresponding payment certificate to the Client for payment. Incomplete and incorrect payment submissions are returned within one week to the Contractor for correction. Payment is made within thirty days of receipt of a complete and correct Contractor's payment submission. The currency is South African Rand
51.2	The period with which payments are made is	30 Days after submission of a valid TAX Invoice to the Employer
51.4	The interest rate is	(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the South African Reserve Bank (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.

6. Compensation Events		(if the optional statement for this section is not used, no data will be required for this section
	These are additional compensation events	N/A

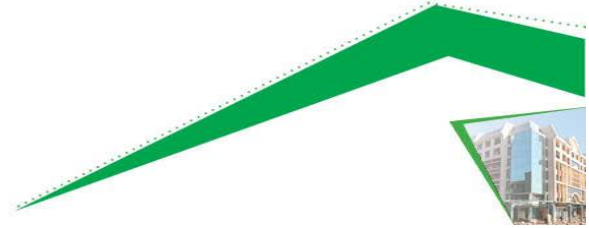
7. Use of Equipment Plant and Materials	No data is required for this section of the conditions of contract.
---	---



8. Risks and Insurance		
80.1	These are additional Employer's risks	N/A
83.1	The Employer provides these insurances from the Insurance Table	N/A
83.1	The Employer provides these additional insurances	N/A
83.1	The minimum amount of cover for insurance against loss and damage caused by the Contractor to the Employer's property is	R 5 000 000.00
83.1	The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Employer to an amount of	R 5 000 000.00
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service for any one event is:	R 5 000 000.00
83.1	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 course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R 5 000 000.00

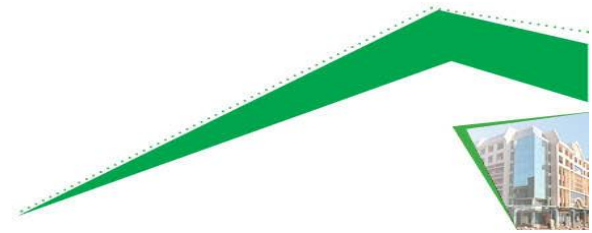
9. Termination	No data is required for this section of the conditions of contract.
----------------	---

10. Data for Main Option Clauses		
A	Priced Contract with Price List	Option B
20.5	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals of no longer than	4 Weeks

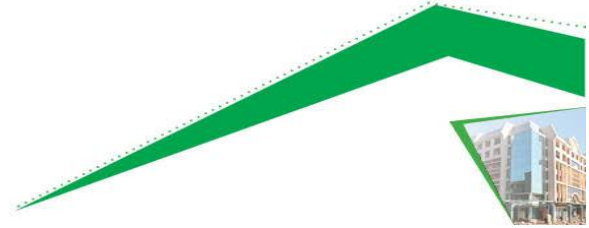


11. Data for Option W1		
W1.1	The Adjudicator is (Name)	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the party intending to refer a dispute to him. (See www.icesa.org.za)
	Address	
	Tel. No, Fax No.	
	Email	
W1.2(3)	The Adjudicator nominating body is:	The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering Arbitration
W1.4(2)	The Tribunal is:	The latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (South Africa) or its successor body.
W1.4(5)	The Arbitration Procedure is	South Africa
	The place where arbitration is to be held is	South Africa
	The person or organization who will choose an arbitrator	The Chairman for the time being or his nominee of the Association of Arbitrators (South Africa) or its successor body.
	- If the Parties cannot agree a choice or	
	- If the procedure does not state who selects an arbitrator, is	

X7.	Delay Damages	
X7.1.	The Contractor pays delay damages	The delay damages are R4000 per day.
X13.	Performance Bond	
X13.1	The Contractor gives the Employer a performance bond	The Tenderer must provide a Performance Bond in the form of a Fixed Performance Guarantee by means of a Bank Guarantee, or from an Insurer approved by the Project Manager, in the amount of 2.5% of the Awarded Contract Value, once the Contract has been awarded to him. This Bond must be given to the Employer with in four (4) weeks of the Contract Date.
X16.	Retention	
X16.1	The retention is	The retention is 5% (five percent) excluding VAT of the contract value, attained by payment reduction of 10% (ten percent) of the

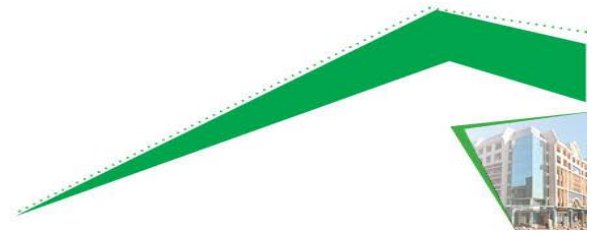


		value certified in payment certificates until the retention amount is reached.
X18.	Limitation of Liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	R2 500 000.00
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> · the total of the Prices at the Contract Date And · R2 500 000
X18.4	The Contractor's liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	N/A
X18.5	The end of liability date is	12 Months after the completion date.



Part Two – Data provided by the *Contractor*

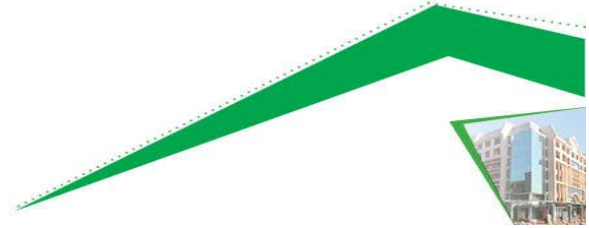
Clause	Statement	Data
10.1	The Contractor is (Name): Address: Tel No. Fax No.	
11.2(14)	The following matters will be included in the Risk Register	
21.2	The proposal for the implementation of the works	
24.1	The Key Persons are:	
	Name :	
	Job :	
	Responsibilities :	
	Qualifications :	
	Experience	
	Name :	
	Job :	
	Responsibilities :	
	Qualifications :	
	Experience	
	Name :	
	Job :	
	Responsibilities :	
	Qualifications :	
	Experience	
		CV's and further key person's data are in _____



B Priced Contract with Method Statement and Timeframes

11.2(12) The price list is in

11.2(19) The tendered total of the Prices is



C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:
 (name of company / organisation) of
 (address) and
 (name of company / organisation) of
 (address) (the Parties) and (name) of
 (address)
 (the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated and known as

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____
 Name: _____
 who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of

SIGNED by: _____
 Name: _____
 who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of

SIGNED by: _____
 Name: _____
 the Adjudicator in the presence of

Witness _____

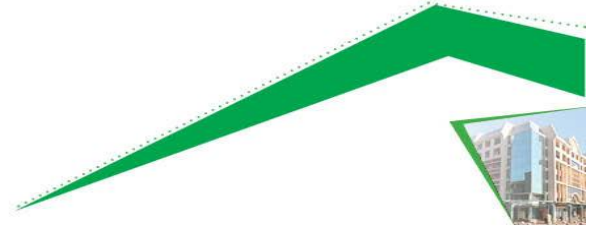
Witness: _____

Witness: _____



Province of the
EASTERN CAPE

PUBLIC WORKS & INFRASTRUCTURE



Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Date: _____

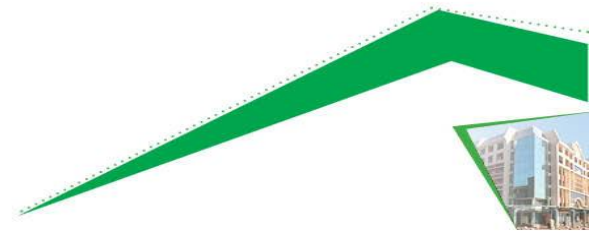
Date: _____

Date: _____

Contract Data

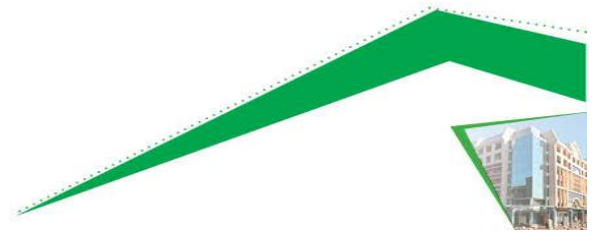
1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary



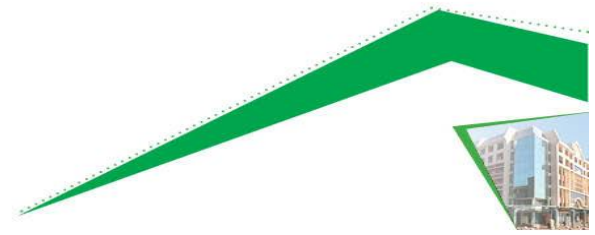
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

**(AWARDED TENDERER TO COMPLY WITH ALL OCCUPATIONAL
HEALTH AND SAFETY REGULATIONS)
(Link to OHS Spec)**

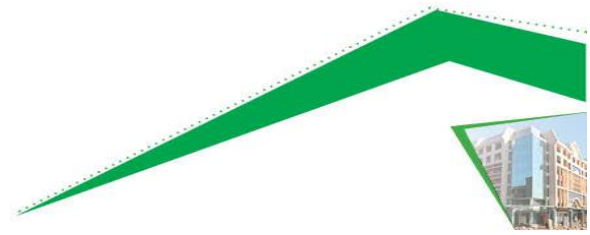


EPWP REQUIREMENTS AND SPECIFICATION

**(AWARDED TENDERER WILL BE REQUIRED TO ADHERE TO ALL EPWP
SPECIFICATIONS AND REQUIREMENTS.
FOR FULL SPECIFICATIONS AND REQUIREMENTS VISIT
www.epwp.gov.za)**



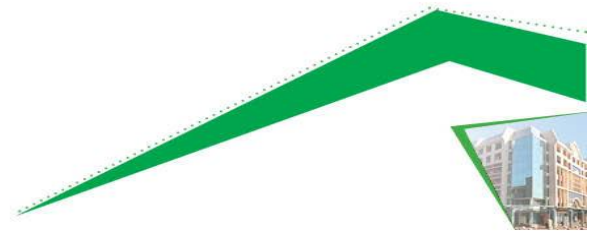
PART C2.1: PRICING DATA



C2.1 Pricing Instructions

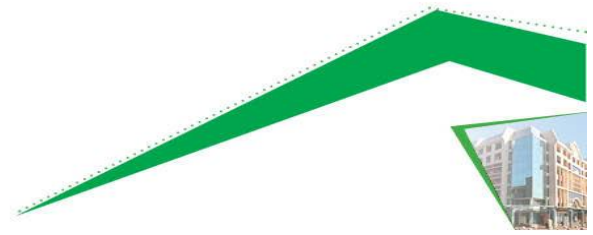
Pricing Instructions mean the criteria as set out below, read together with all Parts of the contract document, which it will be deemed in the contract that the Tenderer has taken into account when developing his prices.

1. For the purpose of the Pricing Schedule, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of work.
 - Quantity: The number of units of work for each item.
 - Rate: The agreed payment per unit of measurement.
 - Amount: The product of the quantity and the agreed rate for an item.
 - Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
2. A rate, sum, and/or price as applicable, is to be entered against each item in the Pricing Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule.
3. The rates, sums, and prices in the Pricing Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
4. Where quantities are given in the Pricing Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule.
5. All other rates, sums, or prices (as applicable) tendered in the Pricing Schedule shall be final and binding and shall **not** be subject to any variation throughout the period of the contract.
6. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work.
7. All Prices in the Price List exclude VAT, while the total of Prices reflected in the Contractor's Offer includes VAT.
8. Where the Scope requires detailed shop drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and Prices tendered for such items.



PART C 2.2: BILLS OF QUANTITIES

(Insert BoQ Link)



PART 3: DRAWINGS

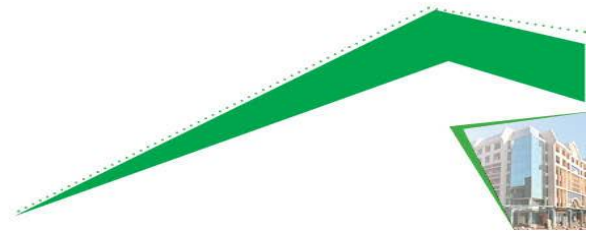
(Insert Drawings Link)



PART 3 - LIST OF DRAWINGS/ANNEXURES

Where drawings/annexure's are issued, document compilers must insert the following paragraph and list the applicable drawings/annexure's below.
The following drawings/annexure's shall be issued during the bid period to form part of the bid documentation. Where applicable, drawings/annexure's could be re-issued to the Contractor at commencement of the construction phase

Drawings Numbers	Description of drawing	Date
SC_Elec_01	Roof Layout & Cable Route	15/02/2024



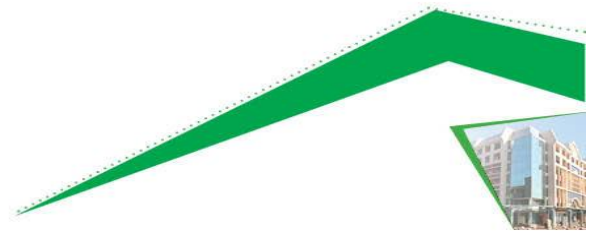
PART C3 SCOPE OF WORK (TERMS OF REFERENCE)

C3 Scope of Work (Terms of Reference)

3.1 Description of the Works

The Scope of work shall include the following: -

- 3.1.1 The Design, Manufacture, Supply, Delivery, Storage and Safekeeping, Complete Installation, Commissioning and Testing, Guarantee, and initial Maintenance for one-year period of a complete **150 kWp** PV generating plant as per the specification hereunder,
- 3.1.2 The contract shall be for a turn-key project integrating the PV plant into the existing electrical network. No work will be undertaken by DPWI.
- 3.1.3 Excess power will be fed back into the Eskom / Municipal Electrical Network in the future.
- 3.1.4 All materials supplied shall be new.
- 3.1.5 The successful tenderer / contractor will be required to undertake a full power and energy analysis of the facility electricity use in the preceding 12 months using historical data from Eskom / Municipality. After the installation of the PV generation plant another analysis must be undertaken and the results compared. The post PV plant commissioning must cover the 12 month guarantee period and be submitted at the completion of the period.
- 3.1.6 The tenderer is required to provide: -
 - 3.1.6.1 a single line schematic diagram of their proposal
 - 3.1.6.2 a drawing showing the proposed layout of the PV arrangement suitable for the facility.
- 3.1.7 Three copies of the Operating and Maintenance manuals including all drawings are to be supplied at hand over of the plant.
- 3.1.8 The PV cells shall have a 20-year minimum performance lifespan as per the manufacturer's specification and to an internationally accepted standard. The tenderer is to provide details on the lifespan of the solar panels offered in relation to their output vs. time. Attach a certificate of testing.
- 3.1.9 A separate main power incoming control board shall be provided to accept the power from the PV generating plant. The necessary new circuit breakers shall be provided as determined by the tenderer.
- 3.1.10 Suitable data logging shall be supplied to view and record the instantaneous power being generated, the energy consumed by the load, and energy stored in the batteries. These values shall be recorded and the data shall be stored continuously and shall be permanently retained in the data logger computer, which shall be included in the scope of supply. This computer is to be approved by the DPWI IT department. The tenderer is to provide details.
- 3.1.11 The complete design of the supporting metalwork including the fixing of the PV array to the roof. The design is to be undertaken by a registered Civil / Structural Engineer. The Tenderer is to supply details of how this will be undertaken as regards design, fabrication and erection.
- 3.1.12 All supplied steelwork is to be hot dipped galvanized after all cutting and drilling has been undertaken. No damage to the galvanizing is to take place after galvanizing. Details of the steel protection are to be supplied before manufacture. The structural design must be approved by the DPWI before manufacture commences.
- 3.1.13 All work shall comply with the quality standards of ISO 9001 and NRS 048.
- 3.1.14 Installation of the plant shall include all work and materials necessary to integrate the equipment, into the existing power supply network, and shall include all cabling, cable trays, trenching and making good of any trenching, any required supports, core drilling and making good of any damage, connections, commissioning, testing, hand-over and commencement of guarantee and maintenance periods.



- 3.1.15 No overhead wiring is permitted.
- 3.1.16 Following commissioning of the plant, there shall be a one (1) month test period of operation and proof of meeting the design criteria and only then shall it be handed over to DPWI for their acceptance in terms of the contract.
- 3.1.17 A plant guarantee period of one (1) year is required commencing on formal take-over of the plant by DPWI. The guarantee shall include for all materials and labour.
- 3.1.18 The tenderer is to include the necessary literature, descriptions and brochures for the DPWI to evaluate the technical aspects of the equipment offered.
- 3.1.19 **The inverters must be approved by the local electricity supplier and must enable reverse metering. It must also have an NRS 097-2-1: 2017 ed. 2.1 certification.**

C3.2 TECHNICAL SPECIFICATIONS FOR ROOFTOP SOLAR PV

The projects under shall be commissioned as per the technical specifications given below. The vendor will be solely responsible for any shortcomings or negligence.

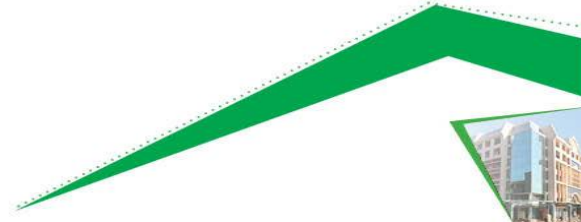
DEFINITION

A Roof Top Solar (RTS) Photo Voltaic (PV) system shall consist of following equipment/components:

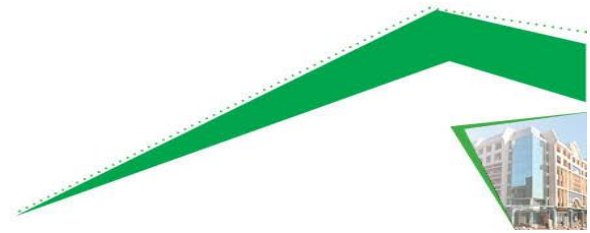
- Solar Photo Voltaic (SPV) modules consisting of required number of Crystalline PV modules
- Inverter/PCU
- Module Mounting structures
- Energy Meter
- Array Junction Boxes
- DC Distribution Box
- AC Distribution Box
- Protections – Earthing, Lightning, Surge
- Cables
- Drawing & Manuals
- Miscellaneous
- Fire Protection System
- Ventilation System

1. SOLAR PV MODULES

- 1.1. The PV modules used must qualify to the latest edition of IEC standards or equivalent BIS standards. IEC 61215/IS14286, IEC 61853-Part I/IS 16170-Part I, IEC 61730 Part-1 & Part 2 and IEC 62804 (PID). For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701.
- 1.2. The rated power of solar PV module shall have maximum tolerance up to +3%.
- 1.3. The peak-power point current of any supplied module string (series connected modules) shall not vary by +1% from the respective arithmetic means for all modules and/or for all module strings (connected to the same MPPT), as the case may be.
- 1.4. The peak-power point voltage of any supplied module string (series connected modules) shall not vary by + 2% from the respective arithmetic means for all modules and/or for all module strings (connected to the same MPPT), as the case may be.

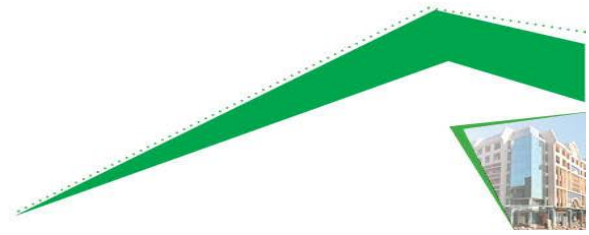


- 1.5. The temperature co-efficient power of the PV module shall be equal to or better than $-0.45\%/^{\circ}\text{C}$.
- 1.6. Solar PV modules of minimum capacity $\geq 300 \text{ Wp}$ to be used.
- 1.8. The PV Module efficiency should be minimum 16%.
- 1.9. Solar PV modules of minimum fill factor 75%, to be used.
- 1.10. All electrical parameters at STC shall have to be provided.
- 1.11. The PV modules shall be equipped with IP 65 or better protection level junction box with required numbers of bypass diodes of appropriate rating and appropriately sized output power cable of symmetric length with MC4 or equivalent solar connectors. The IP level for protection may be chosen based on following conditions:
 - i. An IP 65 rated enclosure is suitable for most outdoor enclosures that won't encounter extreme weather such as flooding.
 - ii. An IP 67 rated enclosure is suitable at locations which may encounter temporary submersion at depths of up to one meter.
 - iii. An IP 68 enclosure is recommended if there may exist situations of submergence for extended periods of time and at substantial depths.
- 1.12. All PV modules should carry a performance warranty of $>90\%$ during the first 10 years, and $>80\%$ during the next 15 years. Further, module shall have performance warranty of $>97\%$ during the first year of installation—degradation of the module below 1 % per annum.
- 1.13. The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of commissioning:
 - 1.14. Defects and/or failures due to manufacturing.
 - 1.15. Defects and/or failures due to quality of materials.
 - 1.16. Nonconformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owners sole option.
 - 1.17. PV modules must be tested and approved by one of the accredited and approved test centres.
- 1.18. Modules deployed must use a RF identification tag laminated inside the glass. The following information must be mentioned in the RFID used on each module:
 - i. Name of the manufacturer of the PV module
 - ii. Name of the manufacturer of Solar Cells.
 - iii. Month & year of the manufacture (separate for solar cells and modules)
 - iv. Country of origin (separately for solar cells and module)
 - v. I-V curve for the module Wattage, I_m , V_m and FF for the module
 - vi. Unique Serial No and Model No of the module
 - vii. Date and year of obtaining IEC PV module qualification certificate.
 - viii. Name of the test lab issuing IEC certificate.
 - ix. Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001.
 - x. Nominal wattage $+3\%$.
 - xi. Brand Name, if applicable.
- 1.19. Other details as per IS/IEC 61730-1 clause 11 should be provided at appropriate place. In addition to the above, the following information should also be provided:
 - i. The actual Power Output P_{MAX} shall be mentioned on the label pasted on the back side of PV Module.
 - ii. The Maximum system voltage for which the module is suitable to be provided on the back sheet of the module.
 - iii. Polarity of terminals or leads (colour coding is permissible) on junction Box housing near cable entry or cable and connector.
- 1.20. Unique Serial No, Model No, Name of Manufacturer, Manufacturing year, Make and module wattage details should be displayed inside the laminated glass.



2. INVERTER/PCU

- 2.1. Inverters/PCU should comply with applicable IEC/equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683, IS 16221 (Part 2), IS 16169 and IEC 60068-2(1,2,14,30) /Equivalent BIS Std.
- 2.2. Maximum Power Point Tracker (MPPT) shall be integrated in the inverter/PCU to maximize energy drawn from the array. Charge controller (if any) / MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS standard. The junction boxes/enclosures should be IP 65 or better (for outdoor)/ IP 54 or better (indoor) and as per IEC 529 Specifications.
- 2.3. All inverters/PCUs shall be IEC 61000 compliant for electromagnetic compatibility, harmonics, Surge, etc.
- 2.4. The PCU/ inverter shall have overloading capacity of minimum 10%.
- 2.5. Typical technical features of the inverter shall be as following:
 - i. Switching devices: IGBT/MOSFET
 - ii. Control: Microprocessor/DSP
 - iii. Nominal AC output voltage and frequency: as per CEA/State regulations
 - iv. Output frequency: 50 Hz v. Grid Frequency Synchronization range: as per CEA/State Regulations
 - vi. Ambient temperature considered: -20°C to 60°C
 - vii. Humidity: 95 % Non-condensing
 - viii. Protection of Enclosure: IP-54 (Minimum) for indoor and IP-65(Minimum) for outdoor.
 - ix. Grid Frequency Tolerance range: as per CEA/State regulations
 - x. Grid Voltage tolerance: as per CEA/State Regulations
 - xi. No-load losses: Less than 1% of rated power
 - xii. Inverter efficiency (Min.): >93% (In case of 10 kW or above with in-built galvanic isolation) >97% (In case of 10 kW or above without inbuilt galvanic isolation)
 - xiii. Inverter efficiency (minimum): > 90% (In case of less than 10 kW)
 - xiv. THD: < 3%
 - xv. PF: > 0.9 (lag or lead)
 - xvi. Should not inject DC power more than 0.5% of full rated output at the interconnection point and comply to IEEE 519.
- 2.6. The output power factor of inverter should be suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustain fault in feeder line and against the lightning on feeder.
- 2.7. All the Inverters should contain the following clear and indelible Marking Label & Warning Label as per IS16221 Part II, clause 5. The equipment shall, as a minimum, be permanently marked with:
 - i. The name or trademark of the manufacturer or supplier;
 - ii. A model number, name or other means to identify the equipment,
 - iii. A serial number, code or other marking allowing identification of manufacturing location and the manufacturing batch or date within a twelvemonth time period.
 - iv. Input voltage, type of voltage (a.c. or d.c.), frequency, and maximum continuous current for each input.
 - v. Output voltage, type of voltage (a.c. or d.c.), frequency, maximum continuous current, and for a.c. outputs, either the power or power factor for each output.
 - vi. The Ingress Protection (IP) rating
- 2.8. Marking shall be located adjacent to each fuse or fuse holder, or on the fuse holder, or in another location provided that it is obvious to which fuse the marking applies, giving the fuse current rating and voltage rating for fuses that may be changed at the installed site.
- 2.9. In case the consumer is having a 3- ϕ connection, 1- ϕ / 3- ϕ inverter shall be provided by the vendor as per the consumer's requirement and regulations of the State.
- 2.10. Inverter/PCU shall be capable of complete automatic operation including wake-up, synchronization & shutdown.



- 2.11. For CFA calculation, minimum of following two shall be considered:
 - i. Solar PV array capacity in kWp
 - ii. Inverter Capacity in KW
- 2.12. Integration of PV Power with Grid & Grid Islanding:
 - i. The output power from SPV would be fed to the inverters/PCU which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization.
 - ii. In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as "islands." Powered islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Rooftop PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided, if not available in inverter.
 - iii. MCB/MCCB or a manual isolation switch, besides automatic disconnection to grid, would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.

3. MODULE MOUNTING STRUCTURE (MMS)

- 3.1. Supply, installation, erection and acceptance of module mounting structure (MMS) with all necessary accessories, auxiliaries and spare part shall be in the scope of the work.
- 3.2. Module mounting structures can be made from three types of materials. They are Hot Dip Galvanized Iron, Aluminium and Hot Dip Galvanized Mild Steel (MS). However, MS will be preferred for raised structure.
- 3.3. MMS Steel shall be as per latest IS 2062:2011 and galvanization of the mounting structure shall be in compliance of latest IS 4759. MMS Aluminium shall be as per AA6063 T6. For Aluminium structures, necessary protection towards rusting need to be provided either by coating or anodization.
- 3.4. All bolts, nuts, fasteners shall be of stainless steel of grade SS 304 or hot dip galvanized, panel mounting clamps shall be of Aluminium and must sustain the adverse climatic conditions. Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts.
- 3.5. The module mounting structures should have angle of inclination as per the site conditions to take maximum insolation and complete shadow-free operation during generation hours. However, to accommodate more capacity the angle of inclination may be reduced until the plant meets the specified performance ratio requirements.
- 3.6. The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed. The PV array structure design shall be appropriate with a factor of safety of minimum 1.5.
- 3.7. The upper edge of the module must be covered with wind shield so as to avoid build air ingress below the module. Slight clearance must be provided on both edges (upper & lower) to allow air for cooling.
- 3.8. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed. The Contractor shall be fully responsible for any damages to SPV System caused due to high wind velocity within guarantee period as per technical specification.
- 3.9. The structures shall be designed to allow easy replacement, repairing and cleaning of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels. Necessary testing provision for MMS to be made available at site.



- 3.10. Adequate spacing shall be provided between two panel frames and rows of panels to facilitate personnel protection, ease of installation, replacement, cleaning of panels and electrical maintenance.
- 3.11. The structure shall be designed to withstand operating environmental conditions for a period of minimum 25 years.

4. METERING

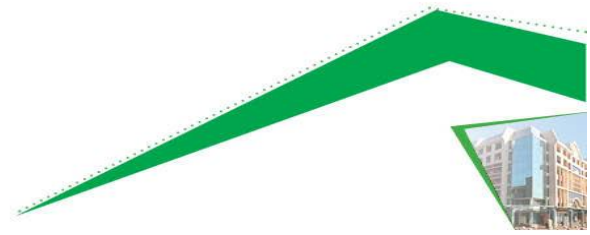
- 4.1. A Roof Top Solar (RTS) Photo Voltaic (PV) system shall consist of following energy meters:
 - i. Net meter: To record import and export units
 - ii. Generation meter: To keep record for total generation of the plant.

5. ARRAY JUNCTION BOX

- 5.1 The junction boxes are to be provided in the PV array for termination of connecting cables. The Junction Boxes (JBs) shall be made of GRP/FRP/Powder Coated aluminum /cast aluminum alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands. Suitable markings shall be provided on the bus-bars for easy identification and cable ferrules will be fitted at the cable termination points for identification.
- 5.2 Copper bus bars/terminal blocks housed in the junction box with suitable termination threads conforming to IP 65 or better standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry, Single /double compression cable glands should be provided.
- 5.3 Polyamide glands and MC4 Connectors may also be provided. The rating of the junction box shall be suitable with adequate safety factor to interconnect the Solar PV array.
- 5.4 Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.
- 5.5 Junction boxes shall be mounted on the MMS such that they are easily accessible and are protected from direct sunlight and harsh weather.

6 DC DISTRIBUTION BOX (DCDB)

- 6.1 May not be required for small plants, if suitable arrangement is available in the inverter.
- 6.2 DC Distribution Box are to be provided to receive the DC output from the PV array field.
- 6.3 DCDBs shall be dust & vermin proof conform having IP 65 or better protection, as per site conditions.
- 6.4 The bus bars are made of EC grade copper of required size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the inverter along with necessary surge arrestors. MCB shall be used for currents up to 63 Amperes, and MCCB shall be used for currents greater than 63 Amperes.



7 AC DISTRIBUTION BOX (ACDB)

- 7.1 AC Distribution Panel Board (DPB) shall control the AC power from inverter, and should have necessary surge arrestors, if required. There is interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- 7.2 All switches and the circuit breakers, connectors should conform to IEC 60947:2019, part I, II and III/ IS 60947 part I, II and III.
- 7.3 The isolators, cabling work should be undertaken as part of the project.
- 7.4 All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air -insulated, cubical type suitable for operation on 1- ϕ / 3- ϕ , 415 or 230 volts, 50 Hz (or voltage levels as per CEA/State regulations).
- 7.5 The panels shall be designed for minimum expected ambient temperature of 45^o C (degree Celsius), 80 percent humidity and dusty weather.
- 7.6 All indoor panels will have protection of IP 54 or better, as per site conditions. All outdoor panels will have protection of IP 65 or better, as per site conditions.
- 7.7 Should conform to SANS 10142 safety regulations (till last amendment).
- 7.8 All the 415 or 230 volts (or voltage levels as per regulations) AC devices / equipment like bus support insulators, circuit breakers, SPDs, Voltage Transformers (VTs) etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions.
 - i. Variation in supply voltage: as per regulations
 - ii. Variation in supply frequency: as per regulations
- 7.9 The inverter output shall have the necessary rated AC surge arrestors, if required and MCB/ MCCB. RCCB shall be used for successful operation of the PV system, if inverter does not have required earth fault/residual current protection.

8 PROTECTIONS

The system should be provided with all necessary protections like Earthing, Lightning, and Surge Protection, as described below:

- 8.1 Earthing Protection
 - i. The earthing shall be done in accordance with latest Standards.
 - ii. Each array structure of the PV, Low Tension (LT) power system, all electrical equipment, inverter, all junction boxes, etc. shall be grounded properly.
 - iii. All metal casing/ shielding of the plant shall be thoroughly grounded in accordance with Regulation. In addition, the lightning arrester/masts should also be earthed inside the array field.
 - iv. Earth resistance should be as low as possible and shall never be higher than 5 (Ω)ohms.
 - v. For 10 KW and above systems, separate three earth pits shall be provided for individual three earthing viz.: DC side earthing, AC side earthing and lightning arrester earthing.
- 8.2 Lightning Protection
 - i. The SPV power plants shall be provided with lightning & over voltage protection, if required. The main aim in this protection shall be to reduce the overvoltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. Lightning arrester shall not be installed on the mounting structure.
 - ii. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors (LAs). Lightning protection should be provided as per NFC17-102:2011/IEC 62305 standard.



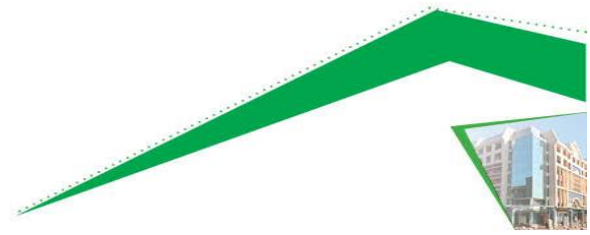
- iii. The protection against induced high-voltages shall be provided by the use of Metal Oxide Varistors (MOVs)/Franklin Rod type LA/Early streamer type LA.
 - iv. The current carrying cable from lightning arrester to the earth pit should have sufficient current carrying capacity according to IEC 62305. According to standard, the minimum requirement for a lightning protection system designed for class of LPS III is a 6 mm² copper/ 16 mm² aluminum or GI strip bearing size 25 x 3 mm thick. Separate pipe for running earth wires of Lightning Arrester shall be used.
- 8.3 Surge Protection
- i. Internal surge protection, wherever required, shall be provided.
 - ii. It will consist of three SPD type-II/MOV type surge arrestors connected from +ve and –ve terminals to earth.

9 CABLES

- 9.1 All cables should conform to latest edition of IEC/equivalent BIS Standards along with IEC 60227/IS 694, IEC 60502/IS 1554 standards.
- 9.2 Cables should be flexible and should have good resistance to heat, cold, water, oil, abrasion etc.
- 9.3 Armored cable should be used and overall PVC type 'A' pressure extruded insulation or XLPE insulation should be there for UV protection.
- 9.4 Cables should have Multi Strand, annealed high conductivity copper conductor on DC side and copper/FRLS type Aluminum conductor on AC side. For DC cabling, multicore cables shall not be used.
- 9.5 Cables should have operating temperature range of -10°C to +80°C and voltage rating of 660/1000 V.
- 9.6 Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop less than 2% (DC Cable losses).
- 9.7 The size of each type of AC cable selected shall be based on minimum voltage drop. However; the maximum drop shall be limited to 2%.
- 9.8 The electric cables for DC systems for rated voltage of 1500 V shall conform to BIS 17293:2020.
- 9.9 All cable/wires are to be routed in a RPVC pipe/ GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable is easily identified.
- 9.10 All cable trays including covers to be provided.
- 9.11 Thermo-plastic clamps to be used to clamp the cables and conduits, at intervals not exceeding 50 cm.
- 9.12 Size of neutral wire shall be equal to the size of phase wires, in a three phase system.
- 9.13 The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. 25 years.

10 DRAWINGS & MANUALS

- 10.1 Operation & Maintenance manual/user manual, Engineering and Electrical Drawings shall be supplied along with the power plant.
- 10.2 The manual shall include complete system details such as array lay out, schematic of the system, inverter details, working principle etc.
- 10.3 The Manual should also include all the Dos & Don'ts of Power Plant along with Graphical Representation with indication of proper methodology for cleaning, Operation and Maintenance etc.
- 10.4 Step by step maintenance and troubleshooting procedures shall also be given in the manuals.
- 10.5 Vendors should also educate the consumers during their guarantee period.



11 MISCELLANEOUS

- 11.1 Connectivity:
The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the regulation for Grid connectivity.
- 11.2 Safety measures:
Electrical safety of the installation(s) including connectivity with the grid must be taken into account and all the safety rules & regulations applicable as per NRS and SANS must be followed.
- 11.3 Shadow analysis:
The shadow analysis report with the instrument such as Solar Pathfinder or professional shadow analysis software of each site should be provided and the consumer should be educated to install the system only in shadow free space. Lower performance of the system due to shadow effect shall be liable for penalty for lower performance.

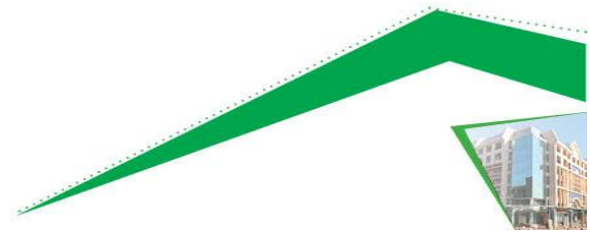
12 FIRE PROTECTION

The complete PV installation shall comply to the minimum building regulations.

- 12.1 The battery and inverter room shall be classified as J1 occupancy
- 12.2 All safety distances shall be accounted for when dealing with combustible roof assemblies and covering as per SANS 10400 T.
- 12.3 The battery and inverter room shall be equipped with a fire suppression system

13 VENTILATION SYSTEM

- 13.1 The battery and inverter room shall be ventilated to keep the temperature between -5°C and 40°C



C4 SITE INFORMATION

Project title:	SUPPLY AND INSTALL SOLAR SYSTEM IN MT FRERE SOCIAL CLUSTER OFFICES AT ALFRED NZO
Project Number:	SCMU5-24/25-0020

GENERAL

Prospective bidders to familiarize themselves with the locality, access, any other “restrictions”.
(Refer to *Scope of Works C3*)

The site is the existing at Mt Frere Social Cluster Offices, Sophia Road, Mt Frere,5090