



REQUEST FOR PROPOSALS (RFP) FOR SOLAR PROJECT DEVELOPMENT AT VARIOUS MUNICIPAL BUILDINGS.

Bid No. FTM/T11/22/23

<p>Fetakgomo Tubatse Municipality Finance Department: Contact: Lekwadu NE Acting SCM Manager Tel: (013) 231 1000</p> <p>Fax: (013) 231 7467</p> <p>Email: nelekwadu@ftlm.gov.za</p>	<p>Fetakgomo Tubatse Municipality Technical Service Contact Person: K Ngoepe Tel: 013 231 1000</p> <p>Fax: 013 231 7467</p> <p>Email: kngoepe@ftlm.gov.za</p>
<p>Name of Tenderer</p> <p>.....</p> <p>Contact numbers:</p> <p>Address:</p>	

CLOSING DATE: 10th March 2023

TIME: 12H00

NB The Municipality reserves the right to appoint more than bidder

Bid documents to be emailed to solarproject@ftlm.gov.za

FETAKGOMO TUBATSE
LOCAL MUNICIPALITY

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (FETAKGOMO TUBATSE MUNICIPALITY)					
BID NUMBER:	FTM/T11/22/23	CLOSING DATE:	10 th March 2023	CLOSING TIME:	12h00
DESCRIPTION	REQUEST FOR PROPOSALS (RFP) FOR SOLAR PROJECT DEVELOPMENT AT VARIOUS MUNICIPAL BUILDINGS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE E-MAILED

solarproject@ftlm.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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes 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]					

1. 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]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER		6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE	CONTACT PERSON	K Ngoepe
CONTACT PERSON	LEKWADU NE	TELEPHONE NUMBER	Tel: 013 231 1000
TELEPHONE NUMBER	013 231 1000	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	kngoepe@ftlm.gov.za
E-MAIL ADDRESS	nelekwadu@ftlm.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
 YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES
 NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES 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 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STAT
NB The Municipality reserves the right to appoint more than bidders

Request for Proposals (RFP) for solar project development at municipal

Introduction

The purpose of this Request for Proposals (RFP) is to find a highly qualified and cost-effective solar project developers for solar photovoltaic (PV) systems on Fetakgomo Tubatse Local Municipality's buildings which are.

- a. Head office. 1 Kastania Street: PO BOX 206, Burgersfort, 1150: Tel 013 231 1000
- b. Regional office and Moses Mabothe Hall: stand no. 1, Mashung. Ga-Nkwana, PO Box 818, Apel 0739
Tel: 076 717 2348
- c. Steelpoort roadworthy centre: 1213 Iron Street Steelpoort 1133 .Tel 082 460 8332
- d. Mabopo DLTC: stand no. 9 Mabopo Ga-Nchabeleng 0739 Tel: 076 717 2348
- e. Praktiseer DLTC: Next to Tubatse police station area code 1150:
- f. Other facilities will be added as an when required

Interested solar project developers ("bidders") are requested to provide a full proposal for the phased development of solar power systems in the Fetakgomo Tubatse Local Municipality. Proposals received from this RFP will assist FTLM ("Client") in making decisions to pursue clean energy solutions and engage in contract discussions with successful bidder.

FTLM is interested in rapid, cost-effective deployment of solar PV systems on the facilities mentioned above, beginning with the most used properties which are **Head office and regional office** as part of a strategy to retain undisturbed power supply to the work area which will enable the Municipal Employees to conduct work related needs daily without being disrupted by power cuts while realizing material electricity cost savings for the municipality. FTLM intends to develop potential solar PV system(s) of adequate kW for total solar project capacity which will sustain business operation and provide long terms renewable energy solution. The project will be phased and implemented over a 12 - 36 months period. A selected solar project developer will provide excellence and timeliness in solar PV system design and construction, understanding of unique requirements in the affordable micro industrial sector (office use), attractive pricing, and financeable solutions with standardized documents and processes. Upon selection of a solar project developers, FTLM intends to enter into PPP (Public Private Partnership) with the developer for sustainability of the project and future programs. The PPP is significant to address long term requirements and to assist the Municipality to realize its renewable energy pledge in line Global roadmap to sustainable energy 2030.

The municipality will partner with the highest qualifying bidder to persue long term solutions and evaluate possibility effective migration from grid to non-grid migration.

The Municipal Head Office was officially occupied in 2011. The building is having the following facilities;

- ✓ 110 offices
- ✓ 4 x boardrooms
- ✓ 1x Municipal chambers with a carrying capacity of 120 people and connected with microphones.
- ✓ 1 x server room
- ✓ 2 x lifts

All the facilities are fitted with air conditioners and connected to electricity. There is a backup generator which is powering the building during electricity blackouts and cannot operate all the amenities.

The Fetakgomo Mabopo Driving Testing Station was officially occupied in 2015. The building is having the following facilities;

- ✓ Two building Registering (RA) and Vehicle testing station(VTS) which not operate
- ✓ 7 offices for RA and two for VTS
- ✓ 1 class room carrying capacity of 20 people and connected with computers , three server and backup(backup is for glass computer and is last for two hours only)
- ✓ Eye test machine (two computers)
- ✓ eNaTis /cashier point (four computers and one photo copy)
- ✓ Banking machine.

All the facilities are fitted with air conditioners and connected to electricity. There is a backup generator which is not in good condition /not operate.

Steelpoort Roadworthy Centre was occupied in 2009. The building is having the following:

- ✓ 4x offices.
- ✓ 1x kitchen,
- ✓ 1x 22m testing pit with 14 lights,
- ✓ 2 x Container offices with 9 offices and a Guard room
- ✓ The electricity is available but there is no back-up generator.
- ✓ There are air conditioners

The **Apel Regional office**, including Moses Mabothe Civic Centre has the following facilities:

- ✓ 30 offices
- ✓ 5 x boardrooms
- ✓ 1x Municipal chamber with a carrying capacity of 110 people and connected with microphones.
- ✓ 1 x server room

All the facilities are fitted with air conditioners and connected to electricity. There is a backup generator in the main Apel offices, which is powering the building during electricity blackouts. However, the generator cannot operate all the amenities.

Moses Mabothe Civic Centre does not have a back-up generator.

Praktiseer driving license testing station was occupied in 2021. The building is having the following facilities:

- 1 waiting area
- 1 eye test office
- 2 learner's classes
- 2 cashiers offices
- 2 management offices
- 2 examiner's office

All the facilities are fitted with air conditioners and connected to electricity.

No connection to the standby/back-up generator

RFP Timeline

Below is a list of major milestone dates for this RFP process.

Event	Target Dates
Non-Compulsory Online Briefing Session (including review of required sites) Link to uploaded on the 10 February 2023 at 10:00 am	10 February 2023, at 2:00pm
RFP Questions Due No Later Than	24 February 2023, at 5:00pm
RFP Closing date	10 March, 2023, at 12:00pm
Response Evaluation Period	March and April 2023.
Bidders Meetings to solicit more information, if needed.	April and May 2023.

SCOPE

Solar PV Projects

FTLM is seeking a reliable and experienced partner for developing and/or constructing solar PV projects at above mentioned sites. The focus for project development is designing, engineering, permitting, financing, installing, and operating on-site solar PV systems to mitigate risks associated with Loadshedding while increasing the use of renewable energy. Off-site development is also of interest via virtual net metering programs or community/shared solar.

The initial phase is planned to begin no later than July 1, 2023 with a target of completing all sites' solar systems installation within 36 months across all designated sites. Bidders are expected to provide proposals that includes technical data, design and describe their management approach to complete the projects within the overall timeline; nevertheless, bidders may propose alternative measures such as timeframe and other changes which in the opinion of the experienced bidder, may be effective and enhance the project.

FTLM has a strong preference for long term financing mechanisms that deliver similar risk, cost, and performance characteristics.

The contemplated Agreement would include overall terms and conditions to enable and encourage rapid pursuit of all viable solar projects by the selected bidder, along with performance criteria and management expectations.

Required Site(s)

In general, The Fetakgomo Tubatse Local Municipality (FTLM) has a major responsibility to ensure that the municipal planning and budgeting processes are driven from the community-based planning. The chapter 4 of the Municipal Systems Act, section 16, mandates the municipality to develop a culture of community participation and involves the community to participate in all the affairs of the municipality. Various municipal buildings are located in various clusters across the municipal demarcation for ease of access by all community members however, each location have unique conditions.

A summary of the site list that each bidder must use in building its proposal is provided below:

ID #	Site Name	Site Address
1150	Head office	1 Kastania Street, Burgersfort
0739	Regional office and Moses Mabothe Hall	Stand no. 1, Mashung. Ga-Nkwana, PO Box 818, Apel 0739
1133	Steelpoort road worthy centre	1213 Iron Street Steelpoort 1133
0739	Mabopo DLTC	Stand no. 9 Mabopo Ga-Nchabeleng 0739
1150	Praktiseer DLTC	Next to Tubatse police station area

Additional Project Information

Bidders are expected to include proof of all required business and contractor certifications and be in compliance with the equipment, construction, and insurance requirements. All paperwork for project permitting, construction, and interconnection would be managed by the bidder in compliance with all applicable laws, regulations, ordinances, and industry best practices.

In addition to the detailed information that Bidders are providing on required sites, Bidders are asked to describe their development plan for reasonably and prudently maximizing the installed capacity that can be developed in partnership with FTLM on listed municipal buildings. These additional projects may come from any location within FTLM's area of jurisdiction. This plan should be included as part of Section II ("Development Approach") in the bidder's proposal.

RESPONDING TO THIS RFP

Interested bidders are encouraged to respond to this RFP with the requested information and documentation by the stated response deadline. Prior to submitting the RFP response, Bidders have the opportunity to submit questions. After collecting responses to this RFP, the FTLM evaluation team will review the questions and respond swiftly.

PRIOR TO SUBMISSION

Bidders may obtain additional information as follows:

- **RFP Questions.** Questions about this RFP shall be submitted to the e-mail address on the cover of this RFP with a subject line that reads: "FTLM Solar RFP." All questions must be received by February 24, 2023, in order to guarantee a response. Questions will be promptly answered via email.
- **Visual Briefing in lieu of Site Visits.** Given the location of buildings across the FTLM area of jurisdiction, an in-person site walk for potential locations is not planned. A Visual session will be held on the day indicated in Section 1.3 to review visual data and site characteristics. Bidders are requested to indicate their interest in attending the visual site briefing with the contact listed above via email. Attendance is not required for a bidder's proposal to be considered valid, but attendance is encouraged, and questions will be answered during the session.

Proposal Submittal Date, Format, and Method

All responses must be submitted electronically in PDF format as an attachment to an email and sent to the email address shown above. The subject line of the email should be: "FTLM Solar RFP Response." It is required that attachments with file sizes exceeding 8MB be compressed (i.e., zipped) and/or divided into multiple PDFs and e-mails with individual files labeled Volume I, Volume II solar project , etc OR attached as a link folder. to ensure message delivery to **solarproject@ftlm.gov.za**.

All costs associated with responding to this RFP will be borne by the bidders.

Evaluation of Responses

Review of responses submitted to this RFP will be managed by FTLM evaluation team. Bidder will be notified by email no later than May 30, 2023, if its response is of interest to FTLM.

Responses will be reviewed based on a variety of factors, including:

- **Organizational Capabilities.** FTLM is interested in Bidders that have strong organizational capabilities and an experienced team to provide innovative solutions and services over the long term.
- **Experience with bulk Solar System Management.** FTLM is interested in bidders who have demonstrated experience working with the large scale/bulk Solar System for renewable energy projects.
- **Solar Project Development Approach.** FTLM is looking for a strategic approach to developing solar projects, with hands-on experience driving results quickly within a phased work plan. The overall quality, reasonableness, and efficiency of development plans for the sites are important to the client.
- **Realized Energy Cost Savings.** Proposed technologies that are the most cost-effective (not necessarily the lowest capital cost) with the greatest potential to reduce long-term operating costs/risks will be given highest priority.
- **Technical Viability and Quality.** FTLM is focused on solar systems and components that have a demonstrated track record of performance with robust warranties; meet the needs and requirements of its facilities; and provide reliable, safe, and high-quality construction methods.
- **Power Purchase Agreement Terms and Contracting Processes.** FTLM is interested in favorable, standardized contract terms with a streamlined contracting process.
- **Additional local Community Benefits.** FTLM will consider community and local SMMEs benefits, including workforce development programs and subcontracting, as an optional enhancement to the response.

At the discretion of the evaluation team, bidders responding to this RFP may be invited to provide additional information and/or make a presentation to the evaluation committee to further refine their proposals for evaluation.

RFP Terms and Conditions

This RFP is not a contract offer and should not be construed as intent, commitment, or promise to acquire products or services presented by any bidder.

Information received from responses to this RFP will be used in the evaluation of potential solar energy project developers. FTLM reserves the right to discontinue or modify the RFP process at any time and makes no commitments, implied or otherwise, that this process will result in a business transaction or negotiation with one or more Bidders.

FTLM will not pay for any information herein requested, nor be liable for any costs incurred by Bidder.

Based on Bidder responses, meetings may be scheduled between Bidder and FTLM in person and/or remotely to expedite the review, evaluation, and potential contract discussions.

Exclusive or concurrent negotiations may be conducted with responsible Respondent(s) for the purpose of altering or otherwise changing the conditions, terms, and price of the proposed development agreement.

Information to Submit in the Proposal

Bidders interested in this RFP should provide proposals with straightforward information that clearly communicates the information requested below.

The proposal shall describe products and/or services being offered by Bidder in order to meet the goals and areas of interest stated in this RFP. Each Bidder must clearly demonstrate how its products and/or services meet relevant industry standards and requirements by providing detailed product specification materials and installation methods that are in compliance with international, state, local, and utility regulations as well as industry best practices.

All Bidder information will only be shared with the FTLM evaluation committee and NOT shared publicly or with other Bidders.

The proposal must have a complete package of information, strictly organized in the format and the order of information described below. Proposals with a different organization may be rejected.

The following information must be submitted in the proposal in the order shown.

COVER PAGE

Each proposal must include a cover page that includes "FTLM Solar RFP Proposal", business name, primary address, contact person, contact information, and table of contents using the section numbers shown below.

SECTION I: Company Background and Qualifications

Bidder should provide a summary of no more than ten (10) pages of background information about its company in this section. RFP responses shall include:

- Description of Respondent's capabilities in providing its products and/or services.
- Organizational background and experience in providing solar projects in related areas.
- Brief bios of the key team members who would work on individual projects and/or broader development agreements executed under this RFP and identification of the project manager.
- Three (3) examples of similar projects with references and contact information.
- Description of experience with large scale industries.

- List and brief description of planned sub-contractors and/or partners, along with description of how Bidder has worked with the sub-contractors and partners in the past.
- Brief description of any bankruptcies or legal proceedings against the Bidder or its planned sub-contractors or partners with relation to solar projects in the past three (3) years.
- Description of any additional community and/or local SMMEs benefits that may be incorporated with the deployment of solar projects including, but not limited to, local hiring, local SMMEs, and/or workforce development.
- Audited financial statements, or similar information summarizing the financial standing of Bidder.

SECTION II: Solar PV Project Development Approach

Bidder must describe its overall strategy and approach to being a proactive partner to support deployment of solar PV across Municipal sites in FTLM.

Bidder should include any prior or current experience as a development partner in the affordable housing sector, along with results achieved.

Bidder should describe the ongoing support, management, and resources that will be provided to FTLM throughout the development agreement contract period, including any unique value-add services that it wishes to highlight.

This section should be no more than five (5) pages.

SECTION III: Proposed Solar PV System Description

Bidder must include the following information in its response for every required site:

- A detailed technical description of each proposed solar PV system including basic location diagrams, system designs, and all components.
- Supporting information that includes technical specifications for major equipment components including PV panels and inverters, warranties, and production guarantees.
- Description and specifications of the mounting equipment and installation techniques including how roof warranties will be maintained (for rooftop solar systems) and how any parking- and ground-mounted solar arrays will be maintained with respect to FTLM's property/building requirements.
- System electricity output schedule on a monthly basis for the first year of system operation and supporting information directly from a recognized software modeling tool (e.g., Helioscope or PVSyst outputs must be included).
- Projected annual system performance degradation.
- Sample construction and commissioning schedule (can be the same for each of the sites) assuming a contract is signed on July 1, 2023.
- Major inclusions and exclusions in bid.
- Any proposed deviations or alternative solar systems as part of innovation.

SECTION IV: Solar PV Cost Proposal

Cost proposals should be made based on estimates using the requirements defined in this RFP and must be consistent with the responses in Section III above and the requirements in the Attachments.

Respondent's pricing for PPA financing shall be all-inclusive of system costs, installation, monitoring, inverter replacement at the conclusion of the inverter warranty period, and operations & maintenance. Respondent's pricing for a direct purchase shall be all-inclusive of system costs, installation, and monitoring, with annual costs for operations & maintenance. All assumptions and forecasts must be documented and explained covering an estimated 20-year transaction.

Bidders must provide two pricing offers, if different: one assuming that FTLM keeps all the Renewable Energy Credits (RECs) and other environmental attributes in the cost proposal and one assuming the Bidder retains the RECs and other environmental attributes.

Bidder can indicate the duration over which the proposed costs will be held constant, but that period should not be less than thirty (30) days.

Bidder must also include forecasted savings calculations over a 20-year contract term for each of the required sites with documented assumptions, calculations, and forecast methods. Bidder should do so in its own document.

Cost information will only be shared with the FTLM evaluation committee and NOT shared publicly or with other Bidders.

SECTION V: Sample Power Purchase Agreement/Project Contracts

Sample power purchase agreement (PPA), site license/real estate access, and/or other contract documents including all related schedules and addenda must be included in this section for review and evaluation if FTLM is seeking a PPA transaction. If FTLM is seeking a direct purchase transaction, a sample contract must be included with warranty information and operations and maintenance agreements.

EVALUATION PROCESS AND CRITERIA:

Evaluation of all bids received on time at closing date will be evaluated in the following three phases.

- A) Phase 1: Administrative Compliance,
- B) Phase 2: Evaluation of Functionality
- C) Phase 3: Pricing and B-BBEE

COMPULSORY RETURNABLE REQUIREMENTS:

A bid not complying with the peremptory requirements stated above will be regarded as “non-Responsive”, and as such will be disqualified. “Responsive” means any bid which, in all respects, complies with the conditions of the specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Regulations of 2017, terms of which provision is made for this policy.

Bidders will be evaluated on the following administration compliance:

- MBD form must be Fully Completed and signed.
- Company Registration Document (CK).
- Certified ID Copies of all directors must be attached (For all directors of companies in case of joint venture).
- Latest submission of Municipal rates and taxes or municipal service invoice issued to the bidder and all directors, by any other municipality or municipal entity. The rates and taxes charges must not be in arrears for more than three (03) months (90 days) for the company & directors.
 - a) If staying in a non-rate-able area, please attach original SAPS affidavit or letter from the tribal authority/ Headman for the company and directors.
 - b) If you are renting, attach a copy of signed lease agreement.
 - c) If you are residing in someone’s property, please submit an original SAPS affidavit stating such arrangement or a confirmation letter from the owner of the property (not older than three months).

Special requirement

- Originally certified copies of B-BBEE level contribution certificate (From SANAS accredited agencies) or original affidavit. Only for preference points not a disqualification factor.
- Bidders who do not comply with above will be scored zero.

The following Functionality criteria will be used to assess the suitability of proposal and the minimum threshold is 70% to pass functionality

20%	<p>SECTION I: Company Background or Experience and Qualifications</p> <p>1.1 Company Experience</p> <p>Similar work done by the bidder to: A total of 4 - 5 projects completed for above 500 Kilowatts will score 10%. A total of 2 - 3 projects completed for above 500 Kilowatts will score 5% A total of 1 project completed for above 500 Kilowatts will score 1%</p> <hr/> <p>1.2 Minimum Qualifications of Site Personnel:</p> <p>Project Leader: B-Tech Electrical Engineering will score 5% Project Manager: National Diploma Electrical Engineering will score 3% Site Agent: Trade Certificate Electrical Engineering N6 will score 2</p>
20%	SECTION II: Solar PV Project Development Approach
20%	SECTION III: Proposed Solar PV System Specifications
20%	SECTION IV: Solar PV Cost Proposal and Estimates
20%	SECTION V: Sample Power Purchase Agreement/Project Contracts

Note: The above functionality shall be project specific.

NB The Municipality reserves the right to appoint more than bidders

Attachment B:
Solar PV System Minimum Equipment and Construction Requirements

General

- All power generation and transmission equipment must be UL listed for its designed use.
- Construction must comply with current adopted State Building Code.
- There must be a minimum 10-year warranty for all materials and workmanship.
- System integrator is responsible for conducting all required building, utility, and rebate inspections, system integrator must complete all construction and documentation in a manner necessary to pass such inspections, and the work must be conducted in accordance with industry standard best practices.
- System integrator must possess relevant Contractors Licensing to perform the work being proposed.

Solar PV Modules

- System modules shall be compliant with other regulating bodies.
- System modules must have a 10-year warranty on a minimum of 90% nameplate energy production and 25-year warranty on minimum of 80% nameplate energy production or other proposed reasonable warranties.
- All warranties must be documented in advance and be fully transferable to FTLM.

Inverters

- Inverters shall be UL1741 listed and must be CEC-listed with an efficiency of 95% or higher or provide an alternative product with similar or matching properties.
- Inverters must carry a minimum 10-year warranty.
- All warranties must be documented, in advance and be fully transferable to FTLM. **Balance of**

System Equipment

- Each proposed PV system shall include, at a minimum, one fused DC disconnect and one fused AC disconnect for safety and maintenance concerns.
- String combiner boxes must include properly-sized fusing, and all metal equipment and components must be bonded and grounded as required by NEC.
- All system wiring and conduit must comply with applicable local code and NEC stipulations.
- Wall penetrations must be sealed in compliance with NEC and National Fire Protection Association (NFPA) regulations.
- All wiring materials and methods must adhere to industry-standard best practices.
- Material requirements:

- Fasteners and hardware throughout system shall be stainless steel or material of equivalent corrosion resistance.
- Racking components shall be anodized aluminum, hot-dipped galvanized steel, or material of equivalent corrosion resistance.
- Unprotected steel not to be used in any components. **Interconnection**
- System interconnection must comply with NEC and Utility regulations and must be approved by the local Utility and the Authority Having Jurisdiction (AHJ)'s Building Department before any PV system construction is begun.
- Interconnection points will be at facility main switchgear locations.
- Emergency back-up generation may exist on-site and must be factored into proposed PV system electrical plans.
- All placards required by Client, the AHJ, the Utility, and/or State Solar Initiative program must be provided and installed according to FTLM and NEC guidelines. **Monitoring and Reporting Systems**
- System monitoring and reporting must comply with State solar program requirements and must be provided at no additional cost for a minimum of five (5) years.
- Monitoring shall include revenue-grade metering of PV system production and building consumption, pyranometer, and ambient air temperature sensor.
- Proposals must include Internet hosting of monitoring with on-line access for FTLM personnel and touchscreen kiosk or video monitor for public display of data.
- System integrator must work with the FTLM to determine best location and technique for monitoring communications interconnection.
- System integrator will be responsible for providing all required monitoring communications and power wiring and conduit, with FTLM guidance on approved locations.

System Design and Permitting

- For each site, within 90 days of contract being signed, Bidder shall create a construction plan set which includes at a minimum:
 - Site overview
 - Detailed array layout with stringing configuration
 - Mounting and racking details
 - Details of electrical transmission showing conduit routing and location of electrical enclosures, conduit support details, and enclosure mounting details
 - Electrical single-line diagram
 - Electrical three-line diagram

- Monitoring plan
- Construction project plan with timeline
- All proposed system designs and construction techniques must be approved by appropriate Building Department.
- A building permit is required for each system and must be obtained through normal permitting processes by Bidder.
- Bidder shall obtain structural Engineer stamp verifying the integrity of the existing facility to handle additional weight load of proposed PV system.
- Bidder shall obtain electrical Engineer stamp verifying the integrity and code compliance of proposed PV system and interconnection with facility.
- Roof-mounted array layouts shall be designed to provide minimum of three (3) feet of walking access around the perimeter of the roof and convenient access to existing roof mounted HVAC equipment in addition to any applicable setbacks for access, safety and smoke ventilation required by the regulations.
- Ground-penetrating array layouts shall adhere to all soil and geographical requirements and concerns in terms of ground penetration and trenching.
- Final array layouts shall be designed to avoid shading from 9am to 3pm annually. If this shading requirement cannot be strictly met, Bidder shall specify the predicted solar availability and performance losses.
- Wire loss in DC circuits to be < 1.5%.
- Wire loss in AC circuits to be < 1.5%. **Construction**
- Integrator shall prepare, maintain, and abide by Site Safety Plan to include, at a minimum, all applicable Occupational Safety and Health Administration (OSHA) workplace safety and Personal Protective Equipment (PPE) requirements.
- Construction work shall be designed to minimize impact to facility operations. Integrator shall develop a construction plan for site access, staging, and equipment storage and obtain approval from the FTLM prior to beginning construction.
- All asphalt, concrete, landscaping, and other areas that are disturbed during construction shall be remediated and returned to original condition, or equivalent condition as approved by the Client.
- After completion of work, site shall be left clean and free of any dirt or debris that may have accumulated during construction. All construction equipment, spoils, and other construction byproducts shall be removed from the site.
- All electrical enclosures and equipment shall be installed to be readily accessible to qualified personnel only. Fences or other protection may be required per FTLM specifications.
- All visible conduits and electrical equipment shall be painted or aesthetically dressed per FTLM specifications.

- Ass-built drawings must be clearly marked and submitted to the municipality.

Documentation and Process Control

In addition to construction requirements listed above, system integrator will be required to:

- Apply for and receive interconnection approval from the local Utility for proposed PV systems.
- Obtain Solar rebates and/or Renewable Energy Credits (if applicable).
- Provide Operations & Maintenance training to FTLM staff and prepare press releases and a ribbon-cutting ceremony at FTLM request.
- Provide 20 years of system maintenance (at Client's sole discretion, priced separately), with annual reports of system performance and consistent oversight of system monitoring.
 - Bidder shall be required to respond to system downtime within 24 hours of first occurrence of incidence. If corrective action is not immediately feasible, Bidder shall notify FTLM of action plan and timeline for execution.
 - Bidder shall be required to respond to warranty related issues not affecting production within 72 hours of notification.
- Provide As-Built drawings of PV system, which must include finalized module layout and stringing chart.

Attachment C: Contractor Insurance Requirements

Prior to the commencement of any work, the contractor ("Contractor," which equates to the "Bidder") shall purchase and maintain insurance as required by law and not less than the following insurance coverage and limits of liability. Aggregate limits may be met through a combination of primary and excess policies.

A. Commercial General Liability:

Combined Bodily Injury and Property Damage Liability:

General Aggregate	R 5,000,000	Limit of Liability
Products - Completed Operations Aggregate	R 10,000,000	Limit of Liability
Each Occurrence	R 1 000,000	Limit of Liability
Personal Injury	R 1 000,000	Limit of Liability

Umbrella/Excess Liability with minimum Combined Single Limit of R10,000,000 per occurrence.

The following coverages must be included:

- Premises/Operations
- Contingent liability for work performed by Subcontractors/Vendors
- Explosion, Collapse, and Underground
- Broad Form Property Damage (including Completed Operations)
- Personal Injury liability (with contractual exclusion deleted)
- The policy shall state that it is primary and non-contributory with any insurance maintained by Owner, their subsidiaries, directors, officers, employees and agents.
- Contractual liability (including construction contracts)
- The policy shall be endorsed so that the General Aggregate will apply to this Project only.

No exclusions can be attached for residential rental construction projects, subsidence, or damages arising out of work performed by subcontractors; furthermore, certificates of insurance must affirmatively state there are no exclusions for these items.

Contractor shall maintain Products and Completed Operations Liability Insurance, and the Additional Insured and Primary and Non-contributory coverage as specified in this Article for the state applicable statute of repose after either 90 days following Substantial Completion or final payment, whichever is earlier. Contractor shall continue to provide evidence of such coverage to Owner (i.e., "Buyer") on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. **Upon each insurance policy renewal, Contractor shall provide copies of the Additional Insured endorsements to the Owner.**

B. Workers' Compensation and Employer's Liability:

Coverage A

Statutory Coverage:	As required by the State in which the project is located.
---------------------	---

Coverage B

Employers Liability Coverage:	R1,000,000 Each Accident R1,000,000 Disease, Policy Limit R1,000,000 Disease, Each Employee
-------------------------------	---

C. Business Auto Policy

Combined Bodily Injury and Property Damage Liability (Combined Single Limit):	R1,000,000 Each Accident
Liability Coverage for the following must be included:	Any Automobile OR Owned, Non-Owned <u>and</u> Hired Automobiles

D. Professional Liability:

To be carried by all Contractors and/or Subcontractors providing design or design/build services, such as mechanicals, electrical, third-party construction management, etc. Minimum amount of coverage required is Ten Million (R10,000,000) each claim and Ten Million (R10,000,000) annual aggregate which may be written on a claims-made form. If coverage is not renewed after any given policy year, a 3-year extended reporting period must be provided.

E. Property Insurance:

Property insurance for any tools, apparatus, equipment, machinery, scaffolding, hoists, forms, staging, shoring, and other property of Contractor on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's and contractor's services and expenses required as a result of such insured loss.

F. Certificates of Insurance:

The Contractor shall furnish original certificates of insurance to show that the insurance specified in this Agreement is in force, stating policy numbers, dates of expiration, limits of liability, coverages there-under, the name of the Project, and with Mercy and its designated affiliates, lenders, investors and other parties of interest, to be listed as additional insured as follows:

Upon notification, Contractor shall add any other lenders, investors, and other parties of interest as additional insureds to the policies and/or dual obliges to any bond required under the contract.

G. Such other insurances (if any) as are required for the particular project as set out on the last page of this attachment.

ADDITIONAL REQUIREMENTS:

1. Notwithstanding anything to the contrary herein or in the General Conditions, all liability insurance policies maintained by Contractor with respect to the Project shall be written on an occurrence basis.
2. All policies are to be written through insurance companies duly entered and authorized to transact that class of insurance in the state in which the project is located. The Insurance Companies must have an A.M. Best rating of A-, VIII, or better in the most recent Best's Key Rating Guide.
3. Approval, disapproval, or failure to act by the Owner regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.
4. Owner shall make no special payments for any insurance that the Contractor may be required to carry; all are included in the contract price and in the contract unit prices.
5. Contractor will provide Owner with copies of Contractor's Site Safety Plan and Site Security Plan.

EVALUATION CRITERIA

The bidders will be evaluated in accordance with the following two stages, namely:

- a) Stage 1 : KPI's
- b) Stage 2 : Functionality

STAGE 1: Key Performance Indicators

For purposes of evaluating functionality, the following values will be applicable:

1	Non-responsive	Will not be able to fulfil the requirements
2	Poor	Will partially fulfil the requirements
3	Acceptable	The bidder will be able to fulfil the requirements
4	Good	The bidder will be able to fulfil better in terms of the requirements
5	Excellent	Fully fulfil in terms of the requirements

NON-COMPULSORY BRIEFING SESSION

A compulsory briefing session will be held on **10 February 2023 at 14:00**, Teams, link to be uploaded on the day of the briefing session 10:00 am

CLOSING DATE:

Proposals must be submitted by 10 March 2023, time 12:00 by email to **solarproject@ftlm.gov.za**

ENQUIRIES

All general enquiries relating to bid documents should be directed

NE Lekwadu at 013 231 1167 or nelekwadu@ftlm.gov.za

All Technical enquiries relating to bid documents should be directed

to: Kgabo Ngoepe acting PMU Manager at 013 231 1167 or kngoepe@ftlm.gov.za

COMPULSORY MUNICIPAL BID DOCUMENTS

MBD 2: TAX CLEARANCE CERTIFICATE

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

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Copies of form TCC 001 are available from any SARS branch office nationally or on the website www.sars.gov.za.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate must be submitted together with the bid. Failure to submit the TCC pin/ number will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....
..

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (ActNo.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....

.....

(a) 4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids. to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status T Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points for out of 90 or 80 for price only and zero points out of 10 or 20 for B-BBEE.

Under the amended B-BBEE codes, accounting officers and verification professionals are no longer permitted to issue B-BBEE certificates to Exempt Micro Enterprises (EMEs) and black controlled and owned Qualifying Small Enterprises (QSEs). **Only the sworn affidavits and certificates issued by SANAS accredited agencies are acceptable.**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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).

1.21.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows: 80/20 or 90/10

	POINTS	POINTS
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and B-BBEE must not exceed	100	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %
- ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of company/firm:.....

8.2 VAT _____ registration number:.....

8.3 Company _____ registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Y Partnership/Joint Venture / Consortium
 - Y One person business/sole propriety
 - Y Close corporation
 - Y Company
 - Y (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 favorable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment StatusLevel of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, in my capacity as

accept your bid under reference number dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED ATON

.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

_____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a bid;

- (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
- (f) bidding with the intention not to win the bid.

- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ **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.**

- 10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM OF OFFER AND ACCEPTANCE

Form of Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **REQUEST FOR PROPOSALS (RFP) FOR SOLAR PROJECT DEVELOPMENT AT MUNICIPAL BUILDING.**

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:**

.....
.....

(rands)(in words);

R..... (in figures)

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 Block: Tenderer	
Signature	Date
Name	
Capacity	
Name of organization	
Address of organization	
Signature of witness	Date
Name of witness	

BIDDERS HAVE TO COMPLETE THE OFFERED TOTAL OF THE PRICES IN WORDS AS WELL AS IN FIGURES

Form of 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.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two 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) for delivery of any 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.

Signature Block: Employer	
Signature	Date.....
Name	
Capacity	
for the Employer	Fetakgomo Tubatse Municipality P.O. Box 206, Burgersfort, 1150
Signature of witness	Date.....
Name of witness	

Schedule of Deviations

- 1 Subject:
.....
Details:
.....
.....
.....

- 2 Subject:
.....
Details:
.....
.....
.....

- 3 Subject:
.....
Details:
.....
.....
.....

- 4 Subject:
.....
Details:
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.....

- 5 Subject:
.....
Details:
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.....

By the duly authorised 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 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.

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

15 NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

**8. Inspections,
tests and
analyses**

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

ability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

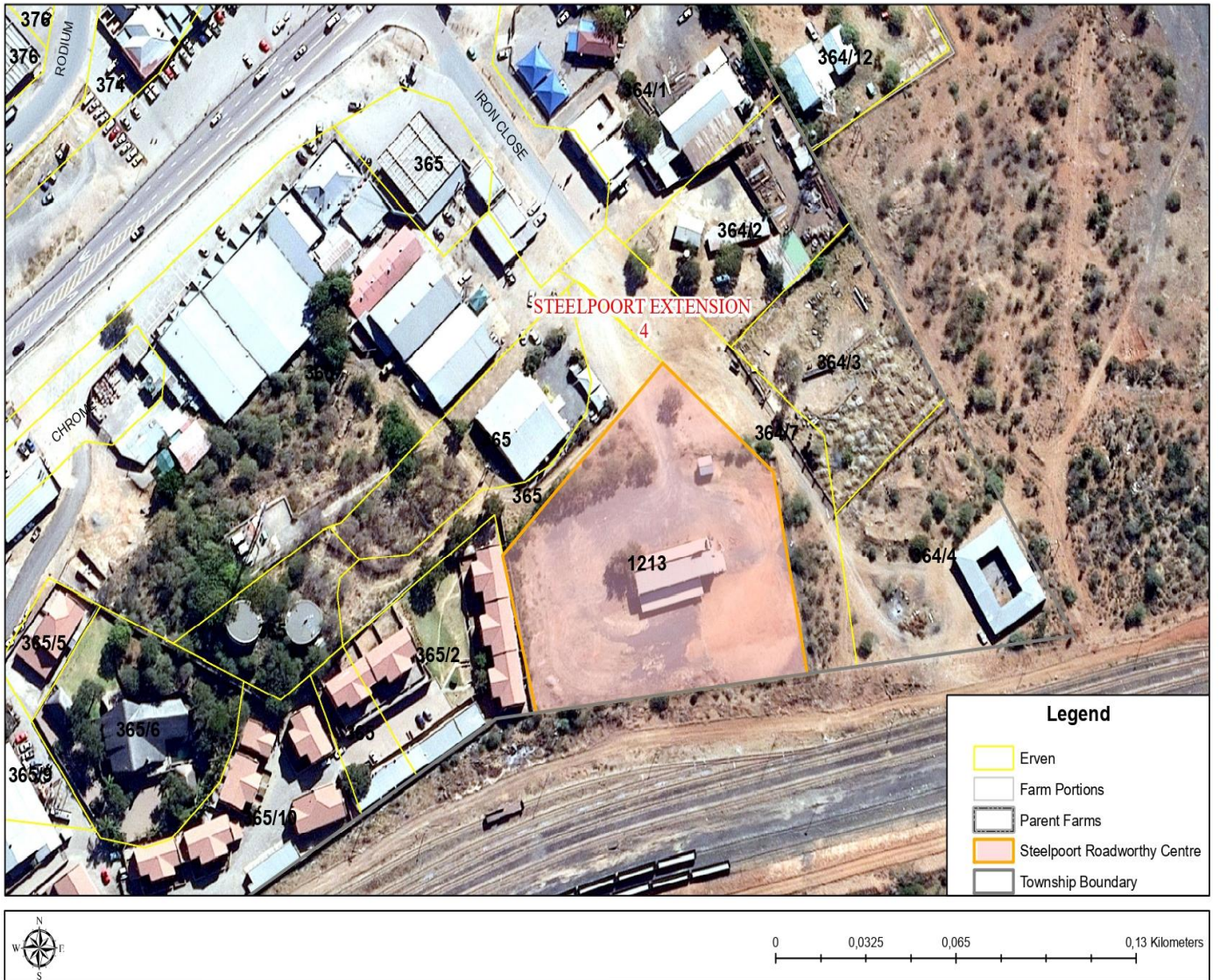
Location Sizes

Property Description	Extent As Per General Plan	Actual Size (Encroachment)
Praktiseer Testing Centre	6324.61 Square Metres	1.78713 Hectares
Mabopo Testing Centre	2.9301	3.32814 Hectares
Steelpoort Roadworthy Centre	7693 Square Metres	As Per General Plan
Apel Regional Office	1.8308 Hectares	1.32014 Hectares
Burgersfort Satellite Office	2.5908 Hectares	As Per General Plan

Burgersfort Head Office



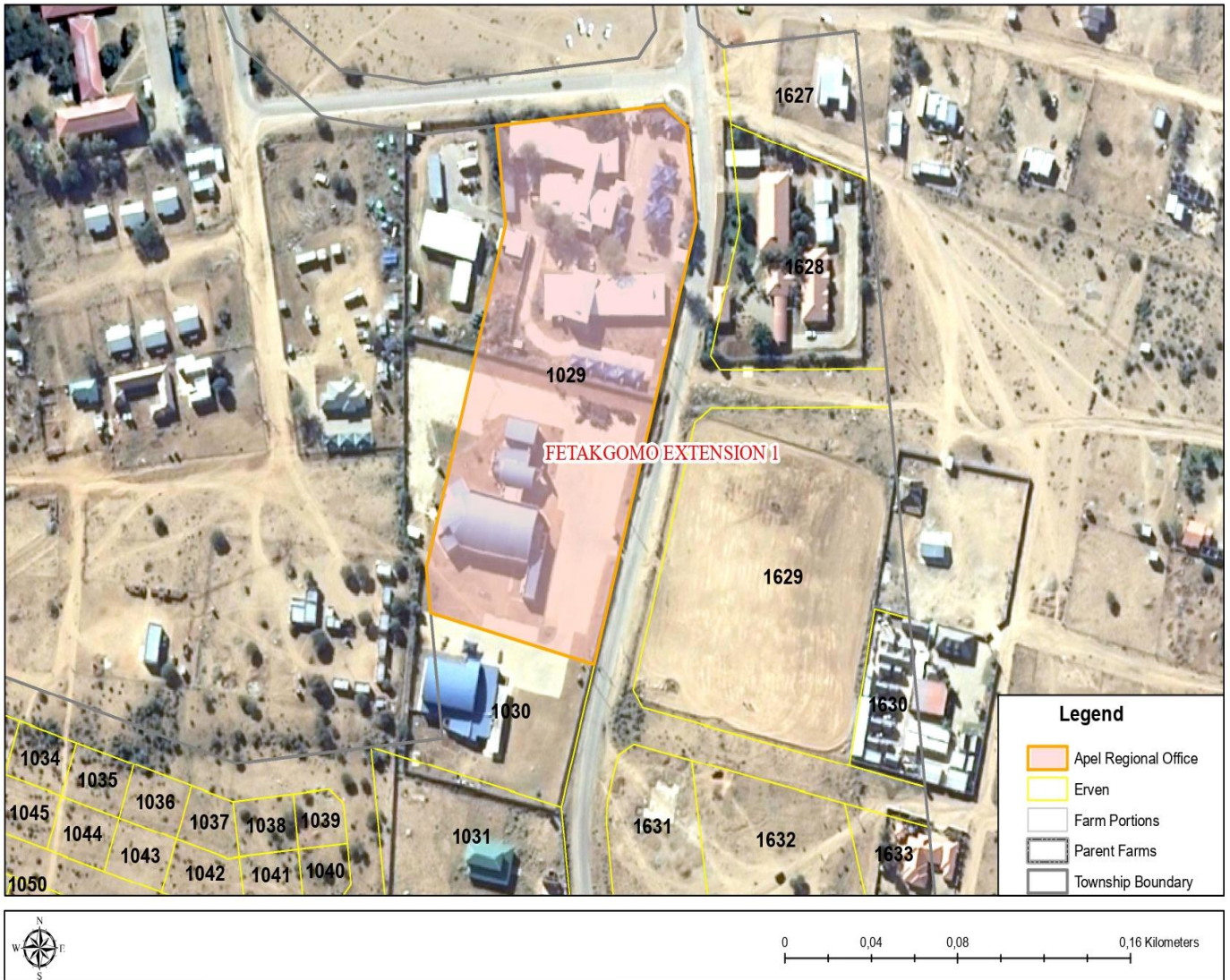
Steelpoort Roadworthy



Mabopo DLTC



Apel Regional Office



Praktiseer DLTC

