

National Arts Council (NAC)

INVITATION FOR BID

YOU ARE HEREBY INVITED TO SUBMIT BIDS

REQUEST FOR PROPOSAL FOR A LOCAL ENERGY SYSTEM IN THE FORM OF A MICROGRID FACILITY TO SERVE THE NATIONAL ARTS COUNCIL OF SOUTH AFRICA (NAC) OFFICE BLOCK IN NEWTOWN, JOHANNESBURG

BID NUMBER	NAC 03/2024-2025
CLOSING DATE	19 February 2025
CLOSING TIME	12h00 (no late tenders, hand delivered and or facsimile will be accepted)
BID VALIDITY PERIOD	180 days (commencing from closing date 19 February 2025)
DESCRIPTION:	Request for Proposal for a Local Energy System in the form of a Microgrid Facility to Serve the National Arts Council of South Africa (NAC) Office Block in Newtown, Johannesburg
<u>BID DOCUMENTS MAY BE ADDRESSED TO:</u> Supply Chain Management - Attention Esona Zandile supplychain@nac.org.za	

BIDS MUST BE EMAILED TO:

Bid documents are to be emailed to Supplychain@nac.org.za

File sent to be less than 10MB per email.

Conditions of the bid

- Bidders should ensure that bids are submitted in time to the correct email address. Late proposals shall not be accepted for consideration.
- All bids must be submitted on the official forms – (not to be re-typed)/ no alteration should be made on bid document
- This bid is inter alia subject to the general conditions of contract (GCC) and, if applicable, any other special conditions of contract.

- **Disclaimer: The NAC reserves the right not to make an appointment.
The NAC reserves the right not to accept the lowest quote received.**

Table of Contents

1.	PURPOSE OF THE BID	Error! Bookmark not defined.
2.	ENQUIRIES	Error! Bookmark not defined.
3.	ACRONYMS AND ABBREVIATIONS	Error! Bookmark not defined.
4.	GENERAL RULES AND INSTRUCTIONS	Error! Bookmark not defined.
4.1	Confidentiality.....	Error! Bookmark not defined.
4.2	News and Press Releases	Error! Bookmark not defined.
4.3	Precedence of Documents	Error! Bookmark not defined.
4.4	Preferential Procurement Reform.....	Error! Bookmark not defined.
4.5	Language	Error! Bookmark not defined.
4.6	Gender	Error! Bookmark not defined.
4.7	Headings.....	Error! Bookmark not defined.
4.8	Formal contract	Error! Bookmark not defined.
4.9	Procedure for the submission of a proposal	Error! Bookmark not defined.
5.	RESPONSE FORMAT	Error! Bookmark not defined.
6.	MANDATORY DOCUMENTS	8
7.	POSSIBLE REASONS FOR THE DISQUALIFICATION OF BIDDERS	9
8.	SPECIAL CONDITIONS	Error! Bookmark not defined.
9.	BID PREPARATION	10
10.	GENERAL COMMERCIAL CONDITIONS OF CONTRACT/BID	10
11.	EVALUATION OF THE BID	Error! Bookmark not defined.
	ANNEXURE A: TERMS OF REFERENCE	19
	ANNEXURE B: BIDDING STRUCTURE	25
	ANNEXURE C: CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING	27
12.	NAC MAP	53
13.	ANNEXURE D: PRICING SCHEDULE	
14.	ANNEXURE E: BUDGET TEMPLATE	

1. PURPOSE OF THE BID

The National Arts Council of South Africa (NAC) seeks a Request for Proposal for a Local Energy System in the form of a Microgrid Facility to Serve the National Arts Council of South Africa (NAC) Office Block in Newtown, Johannesburg.

2. ENQUIRIES

- 2.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this bid document, please refer your enquiries, in writing, to the contact person(s) listed below. NAC reserves the right to place responses to such queries on the website.

Esona Zandile	Telephone	(011) 838 1383
	E-mail	supplychain@nac.org.za

3. ACRONYMS AND ABBREVIATIONS

The following acronyms and abbreviations are used in this proposal and must be similarly used in the proposal submitted in response and shall have the meaning ascribed thereto below.

Abbreviations/Acronyms	Description
BBBEE	Broad Based Black Economic Empowerment.
CPI	Consumer Price Index.
FDS	Functional Design Specification
HDI	Historically Disadvantaged Individuals
PPPFA	Preferential Procurement Policy Framework Act
RFB	Request for Bid
RFP	Request for Proposal
RSA	Republic of South Africa
NAC	National Arts Council of South Africa
SLA	Service Level Agreement
CSD	Central Supplier Database

4. GENERAL RULES AND INSTRUCTIONS

4.1 Confidentiality

- 4.1.1 Some of the information contained in this document may be of a confidential nature and must only be used for purposes of responding to this RFP. This confidentiality clause extends to bidder partners and/ or implementation agents, whom you may decide to involve in preparing a response to this RFP.
- 4.1.2 For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information

relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

- 4.1.3 The receiving party shall not, during the period of validity of this process, or at any time, thereafter, use or disclose, directly or indirectly, the confidential information of NAC (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 4.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent NACSA's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, NAC shall use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 4.1.5 Any documentation, software or records relating to confidential information of NAC, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
- Shall be deemed to form part of the confidential information of NAC,
 - Shall be deemed to be the property of NAC.
 - Shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
 - Shall be surrendered to NAC on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts

4.2 **News and Press Releases**

Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with NAC

4.3 **Precedence of Documents**

- 4.3.1 This RFP consists of several sections. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP

shall take precedence.

4.3.2 Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that National Arts Council may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by National Arts Council.

4.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFP. It however remains the exclusive domain and election of as to NAC which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of NAC in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the bidder (s). The bidder (s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

4.4 **Preferential Procurement Reform**

4.4.1 B-BBEE is one of the essential objectives of NACSA In accordance with government policy, NAC insists that the private sector demonstrates its commitment and track record to B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices, (SMME Development) etc.

4.4.2 NACSA will apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal.

4.4.3 Bidders shall complete the preference certificate attached to this proposal. In the case of a consortium, the preference certificate must be completed for each legal entity.

4.5 **Language**

Bids shall be submitted in English.

4.6 **Gender**

Where applicable any word implying any gender shall be interpreted to imply all other genders.

4.7 **Headings**

Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

4.8 **Formal contract**

This RFP, all the appended documentation and the proposal in response thereto read together, forms the basis for a formal contract to be negotiated and finalised between NAC and the successful service provider to whom NACSA will award the

bid to either in whole or in part.

4.9 Procedure for the submission of a proposal

4.10.1 Bids must be submitted in a prescribed response format herewith reflected as **Response Format**.

4.10.2 Bids must be submitted to supplychain@nac.org.za on or before **19 February 2025** **not** later than **12h00**.

4.10.3 All Bids in this regard shall only be accepted if they have been submitted before or on the closing date and stipulated time.

5 RESPONSE FORMAT

Bidders shall submit response in accordance with the response format specified below; failure to do so may result in a disqualification of bidder's response.

6 MANDATORY DOCUMENTS

Schedule 1: Original Valid Tax Clearance Certificate

- Original and valid tax clearance certificate (no certified or scanned copy will be accepted). If a Consortium or Joint Venture, Original and valid Tax Clearance Certificate must be submitted for each member.
- CSD Proof of registration
- BBBEE certificate/Sworn Affidavit

Schedule 2: Executive Summary

The executive summary must cover the following:

- **Paragraph 1:** The Bidder needs to indicate to us that he is responding as a Prime contractor, joint venture, consortium or partnership and list the parties concerned
- **Paragraph 2:** The Bidder needs to inform us that as the executive committee of the company we have duly designated the following employee name and surname to act on our behalf for the consortium, joint venture, partnership or Prime contractor.
- **Paragraph 3:** The Bidder markets themselves by informing us that they have done similar work for other companies and must provide us with contact details as references.
- **Paragraph 4:** The Bidder gives us a short summary or clarification of their response.

Schedule 3: Functional response

Schedule 4: Presentation

Schedule 5: Price and Specific Goals Evaluation

Schedule 6: Standard Bid documents

The following attached SBD documents must be completed:

- Checklist
- SBD 1 – (Invitation to bid)
- SBD 3.1 - (Pricing schedule)
- SBD 4 - (Bidders Disclosure)
- SBD 6.1 - (Preference Points claim form)
- SBD 7.2- Contract form - rendering of services

Schedule 7: Bidders profile

- Individual company/joint venture/consortium shareholders certificate(s)
- Credentials of the company/consortium members etc
- Structure of the company/ consortium members etc.
- Legal agreement between Partners, sub-contractors, joint venture or consortium

Schedule 8: Bidder background information materials:

- Bidder Operating Organisation – Provide an overview of the operating structure and geographical locations of the company at the national, regional, and local levels.
- Company Contact(s)– Provide the name, title, street address, city, state, telephone and fax numbers and e-mail of the primary company’s contact person, and for any sub-Contractors.

7 POSSIBLE REASONS FOR THE DISQUALIFICATION OF BIDDERS

NAC will disqualify any bidder who does not meet any of the abovementioned requirements. Listed below is a list of possible reasons for disqualification of bidders; disqualification may take place without prior notice to the offending bidder:

- Bidders who submit incomplete information and documentation contrary to the requirements of this RFP.
- Bidders who do not submit a valid and original Tax Clearance Certificate.
- Bidders who do not submit proof of CSD registration.
- Bidders who submit information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, B-BBEE credentials, experience, etc.
- Bidders who received information not available to other bidders.
- Bidders who do not meet the cut-off mark or functional/technical mandatory requirements as stipulated in this RFP.
- Bidders who do not provide the required number of bid responses
- Bidders who have been blacklisted as per the National Treasury database.
- Bidders who do not comply with the special conditions or any other condition set out in the bid document.

8 SPECIAL CONDITIONS

- 8.10 Only bidders who score at least 70 points out of 90 points for functionality information will be considered for further evaluation.
- 8.11 A service level agreement shall be signed with the preferred bidder. The successful bidder may not alter its BBBEE status during the contract period. NAC reserve the right to terminate the contract should the successful bidder no longer meet the BBBEE requirement.
- 8.12 NAC reserves the right to invite short listed suppliers/companies to present their bid proposals for final decision.
- 8.13 **Disclaimer: The NAC reserves the right not to make an appointment.
The NAC reserves the right not to accept the lowest quote received.**

All questions in respect of this proposal must be addressed to the relevant Supply Chain Management Officer via e-mail only. The following email address shall be used for this purpose: supplychain@nac.org.za

9 BID PREPARATION

- 9.1 All additions to the proposal documents i.e. appendices, supporting documentation, technical specifications and other support documentation covering the equipment offered etc. shall be neatly bound as part of the schedule concerned.

10 GENERAL COMMERCIAL CONDITIONS OF CONTRACT/BID

Bidders shall provide full and accurate answers to the questions posed in this document, and, are required to explicitly state either "Comply/Accept (with a√)" or "Do not comply/Do not accept (with an X)" regarding compliance to the requirements. Where necessary the bidder shall substantiate their response to a specific question.

10.1

The laws of the Republic of South Africa shall govern this RFP and any agreement entered into. Bidders accept hereby that the courts of the Republic of South Africa shall have jurisdiction.	Accept	Do not accept

10.2

National Arts Council shall not be liable for any costs incurred by the bidder in the preparation of response to this RFP. The preparation of response will be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such bidder's or any other proposal was accepted or rejected.	Accept	Do not accept

10.3

National Arts Council may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within two (2) days after the request has been made, otherwise the proposal may be disqualified.	Accept	Do not accept

10.4

In the case of consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	Accept	Do not accept

10.5

National Arts Council reserves the right to; cancel/reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	Accept	Do not accept

10.6

By submitting a proposal in response to this RFP, the bidders accept the evaluation criteria as it stands.	Accept	Do not accept

10.7

The bidder should not qualify the proposal with own conditions. Caution: If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the bid response may be disqualified.	Accept	Do not accept

10.8

Should the bidder withdraw the proposal before the proposal validity period expires, the National Arts Council reserves the right to recover any additional expense it incurs by having to accept any less favourable proposal or the additional expenditure it incurs in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.	Accept	Do not accept

10.9

Should the parties at any time before and or after the award of the proposal and prior to, and or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. National Arts Council shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that NAC reserves the right to award the same proposal to next best bidders as it deems fit.	Accept	Do not accept

10.10

In the case of a consortium or Joint Venture each of the authorised	Accept	Do not accept
---	---------------	----------------------

enterprise's members and/or partners of the different enterprises must co-sign this document.		
---	--	--

10.11

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by a National Arts Council authorised signatory and added to this RFP as an addendum.	Accept	Do not accept

10.12

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Accept	Do not accept

10.13

Bidders who make use of sub-contractors. The proposal will however be awarded to the bidder as a primary contractor who will be responsible for the management of the awarded proposal. No separate contract will be entered into between NAC and any such sub-contractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.	Accept	Do not accept

10.14

No interest shall be payable on accounts due to the successful bidder in an event of a dispute arising on any stipulation in the contract.	Accept	Do not accept

10.15

Evaluation of Bids will be performed by an evaluation panel established by NAC Bids will be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points will be allocated to each bidder, on the basis that the maximum number of points that may be scored for a combination of functionality and price is 80, and the maximum number of preference points that may be claimed for Specific Goals (as per PPPFA) is 20.	Accept	Do not accept

10.16

National Arts Council will not be held liable for any expenses incurred	Accept	Do not accept
---	---------------	----------------------

by bidders, in preparing and submitting the proposal.		
---	--	--

10.17

If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	Accept	Do not accept

10.18

The bidders' response to this bid or parts of the response may be included as a whole or by reference in the final contract.	Accept	Do not accept

10.19

All bidders' who do not sign the declaration forms will not be considered for preference points.	Accept	Do not accept

10.20

In the evaluation of proposal, the Authority reserves the right to conduct independent reference checks.	Accept	Do not accept

10.21

National Arts Council will not respond to any enquiries seventy-two (72) hours before the closing date of the bid.	Accept	Do not accept

10.22

Should the bidder change any wording or phrase in this document, the bid will be evaluated as though no change has been effected and the original wording or phrasing will be used.	Accept	Do not accept

10.23

Should the evaluation of this bid not be completed within the validity period of the bid, National Arts Council has discretion to extend the validity period.	Accept	Do not accept

10.24

Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required timeframes and in writing on whether or not s/he agrees to hold his/her original bid responses valid under the same terms and conditions for a further period.	Accept	Do not accept

10.25

National Arts Council will not make any upfront/deposit payments to a successful service provider. Payments will only be made in accordance to the deliverables that will be agreed upon by the both parties.	Accept	Do not accept

10.26

All bidders must make disclosure of any potential conflict of interests. The Authority will make the final determination as to whether the potential conflict of interest precludes the award of the tender to the service provider.	Comply	Not Complied
Substantiate / Comments		

10.27

Respondents may not alter the wording of any criterion/question posed in this document. During the evaluation, it shall be assumed that all criteria/questions are worded as they were in the original document and the answers shall be evaluated on this basis	Accept	Do not accept

10.28

International companies are required to partner with local companies. International companies are requested to provide an agreement between themselves and the local entity.	Comply	Not Complied

10.20

Bidders are required to submit a B-BBEE Rating Certificate from a SANAS accredited B-BBEE rating agency or letter from an Auditor or Sworn Affidavit due to exempted micro enterprise status if their annual turnover is less than R5m.	Comply	Not Complied

- The Council reserves the right not to accept the lowest bid price from a service provider.
- Similarly, the Authority reserves the right not to select any of the prospective service providers submitting proposals.
- The Council will take into consideration black economic empowerment, proof of this to accompany the bid response.
- The 80/20 preferential point system will be applied to evaluate the Bid.

11 EVALUATION OF THE BID

11.1 The following evaluation approach will be applied:

- The 80/20 preferential point system will be applied to evaluate the Bid.
- a) Phase 1** Will be the screening of mandatory documents, ensuring compliance thereof and Compliance with National Legislation & Requirements in the bid document. Bid responses that

do not meet all the pre-qualification requirements will be disqualified and will not be considered for further evaluation on the technical and Functional requirements.

- b) **Phase 2** All bid responses that pass the initial screening of mandatory documents (Phase 1) will be evaluated for technical and functional requirements.
- c) **Phase 3** Bidders that meet all technical and functional requirements according to (Phase 2) will go to the third stage of the evaluation process which will be Presentations. Bidders who score 70 points out of 90 points or more in total for the functional/technical requirements, will be shortlisted for Presentations.
- d) **Phase 4** Bidders scoring more than 70 points out of 90 points will conduct presentations.
- e) **Phase 5** will be evaluation on Price and Specific Goals.

	Preference Point Criteria	Points Allocation
1.	Price	80
2.	Specific goals	20
Total Points		100

¹ Specific Goals for this tender and points that may be claimed are indicated per table below:

Specific goals	80/20 Preference Point System
Black Ownership	10
30% Black Women Ownership	4
Youth Ownership	3
Disability 30% Ownership	3

Black ownership: 100% black owned entities will score the full 10 points and between 51% - 99.99% black owned entities will score 4 points.

ANNEXURE A: TERMS OF REFERENCE: REQUEST FOR PROPOSAL FOR A LOCAL ENERGY SYSTEM IN THE FORM OF A MICROGRID FACILITY TO SERVE THE NATIONAL ARTS COUNCIL OF SOUTH AFRICA (NAC) OFFICE BLOCK IN NEWTOWN, JOHANNESBURG

The National Arts Council (NAC) is a Schedule 3A Public Entity in terms of the Public Finance Management Act (PFMA). The NAC is governed by the National Arts Council Act 56 of 1997 as amended by the Cultural Laws Amendment Act 36 of 2001.

The mandate of the NAC, as set out in Section 3 of the NAC Act is:

- to provide, and encourage the provision of, opportunities for persons to practice the arts;
- to promote the appreciation, understanding and enjoyment of the arts;
- to promote the general application of the arts in the community;
- to foster the expression of a national identity and consciousness by means of the arts;
- to uphold and promote the right of any person to freedom in the practice of the arts;
- to give the historically disadvantaged such additional help and resources as are required to give them greater access to the arts;
- to address historical imbalances in the provision of infrastructure for the promotion of the arts;
- to promote and facilitate national and international liaison between individuals and institutions in respect of the arts;
- to develop and promote the arts and to encourage excellence in regard to these.

OBJECTIVES

The Facility has these main objectives.

- To reduce the costs of energy consumption by supplementing the grid supply with self-generated energy from a PV-based Microgrid.
- Reduce the Carbon Footprint as measured using the 24/7 Carbon-free Energy Coefficient.
- To provide a level of resiliency using the Microgrid's PV and Battery.
- Allow for a diesel genset to supplement the PV and Battery System when the Microgrid is islanded.

This Tender provides technical information relating to the installation of a nominal 40 kWdc of Rooftop PV, a 20 kW 80 kWh Lithium Battery, configured as a MicroGrid. The RFP sets the general technical requirements for the Design, Procurement, Construction, Commissioning and Operations & Maintenance for the Facility. The design definitions and guidelines, Facility performance requirements, quality management, minimum codes and standards, operational maintenance for a period of a year, and training requirements are also detailed in this tender. The scope is inclusive of, but not limited to, Civil, Structural & Infrastructure, Power Electronics, Electrical and Control & Instrumentation.

Bidders shall submit their price proposals by completing the Bill of Material Spreadsheet attached.

REPORTING

Reporting of the project shall be based on the project plan and methodology; meetings will be conducted

at regular intervals or as and when needed to ensure that the project is successfully completed.

COMPULSORY BRIEFING

All bidders shall be expected to attend a mandatory briefing session to ensure that the scope of the work is properly communicated.

SCOPE OF WORKS

CODES AND STANDARDS

The following codes are recognised, must be complied with, and will need to be consulted:

- Eskom DST 34-1765 Distribution standard for the interconnection of embedded generation;
- NRS 097-1 Code of practice for the interconnection of embedded generation to electricity distribution - Part 1: MV and HV (once published);
- NRS 097-2-1 Grid interconnection of embedded generation Part 2: Small scale embedded generation, Section 1: Utility interface.
- NRS 097-2 Grid interconnection of embedded generation Part 2: Small scale embedded generation, Sections 2 to 4 (once published);
- NRS 048 – Electricity supply – Quality of supply: Part 2: Voltage characteristics, compatibility levels, limits and assessment methods and Part 4: Application guidelines for utilities, Part 7, Application practices for end-customers (once published);
- SANS 474/NRS 057 Code of practice for electricity metering;
- SANS 10142-1 – The Wiring of Premises Part 1: Low-voltage installations
- SANS 61312 – Protection against lightning electromagnetic impulse
- IEC 61643-32:2017 - Low-voltage surge protective devices - Part 32: Surge protective devices connected to the DC side of photovoltaic installations - Selection and application principles
- IEC 62381 – Factory acceptance test (FAT), site acceptance test (SAT), and site integration test (SIT)
- IEC 62337 – Commissioning of electrical, instrumentation & control systems
- SABS 1411: Parts 2-6 – Materials of Insulated Electric Cables and Flexible Cords
- SANS 60947-7-1 and 60947-7-2 – The terminal blocks for the junction box terminations
- NRS 039 Surge arresters for use in distribution systems
- IEC 60269 Low-Voltage fuses

GENERAL REQUIREMENTS

Preamble

- a. The Contractor shall be responsible for surveying of the site, design, supply of all materials and labour, manufacture, delivery to site, coordination with the Client and the Engineer, offloading, construction, erection, installation, off-site testing, on-site testing, commissioning,

performance testing, provision of samples, preparation of all detail design drawings, as-built record drawings, training of staff, and maintenance manuals and instructions for the Facility, in accordance with the general requirements and performance requirements as detailed in this document.

- b. The contract shall be for a turn-key project integrating the Facility into the existing electrical network.
- c. The Contractor shall provide basic and detailed design of the Facility as per the requirements stated in this document. The Contractor shall describe the overall concept and vision for the Facility, including how the Facility will comply with the RFP requirements.

Procurement, Permits and Site Establishment

- a. The Contractor shall be responsible for the procurement of all equipment and services which are required to complete the Facility in accordance with the Performance Specifications for the whole of the Facility.
- b. The Contractor must undertake all necessary enquiries and investigations regarding the Facility Site and Site Conditions. Attention is drawn to the need for the Contractor's Structural Engineer to conduct a thorough inspection of the site and existing structures before design.
- c. The Contractor acknowledges and agrees that it will not be entitled to any additional cost or expense or any adjustment to the Contract Price or to claim any extension to the Scheduled Date Of Completion or to make any claim under this Contract, any applicable Law, at law, in equity, in delict or otherwise based in whole or in part upon any discrepancy between the actual Site Conditions encountered by the Contractor during the progress of the Facility and those Site Conditions that the Contractor anticipated, or could have anticipated, at the Contract Signature Date.
- d. It shall be the Contractor's responsibility to obtain any licenses, permits or approvals which are required during the construction, commissioning and operation of the Facility.
- e. The Contractor shall construct the facility with due consideration to the Site Rules, as those have or will be defined by the Consulting Engineer.
- f. The Contractor shall be responsible for all site establishment work required to enable the completion of the Facility. This includes but not limited to; Supply of construction power, Site Offices, and Secure storage spaces.

Final Design Process

- a. The Contractor shall submit a simple overview of the proposal designs as part of the RFP submission, using indicative dimensions and data provided in this RFP. Once awarded the Contractor shall proceed to verify the dimensions and data, and correct such dimensions and data, and produce an accurate set of site plans and elevations before further design development.
- b. The Contractor shall develop a detailed design in full compliance with the general requirements and performance specifications as set out in this RFP and shall assume liability for the design.

- c. c. The Contractor shall inspect and test the existing PV, Inverter, and Battery Installation and make allowance to de-commission, relocate, and recommission the equipment as per the BoQ
- d. The Contractor shall ensure that all designs for civil & infrastructure, mechanical, electrical and C&I works are signed off by respective ECSA registered Professional Engineers. Attention is drawn to the need for the Contractor's Structural Engineer to conduct a thorough inspection of the site and existing structures before design and construction.
- e. The complete design of the supporting metalwork including the fixing of the PV array to the roof. The design is to be undertaken by a registered Civil / Structural Engineer. The Contractor is to supply details of how this will be undertaken as regards design, fabrication and erection.
- f. The Contractor shall design the PV array performance and provide the performance metrics along with detailed calculation and losses assumption using TMY data from a reputable source. The Engineer shall verify such metrics against that produced by the NREL SAM 2023.12.17 System and using the ZAF_Johannesburg.683680_IWEC weather file. The Contractor shall use industry standard software and methods for carrying out yield and performance calculations and submit the resultant simulations.
- g. The Contractor shall set out the Facility site layout using the guideline layout in the Appendix as a guideline only but shall design the actual Facility site layout using the Contractors own accurate drawings.
- h. The Contractor shall design the PV Facility electrical single line diagram (SLD) using the guideline as shown in the Appendix. The SLD is expected to vary to accommodate the selected vendor's system design philosophy for the specific equipment.
- i. The Contractor shall design the photovoltaic cell (PV) Facility control and monitoring system as per requirements.
- j. The Contractor shall submit the detailed designs and cost confirmation to the Engineer for review and comment prior to procurement and construction of the PV Facility. Each RFP review is expected to take less than a calendar week, and the Contractor shall make his design team available for meetings with the Engineer as needed.
- k. The Contractor, as part of the design, shall consider all requirements as stipulated in the South African Grid Code for renewables.
- l. The Contractor shall ensure that design and construction of the Facility complies with current standards and statutory obligations arising from current legislation and regulations, including statutory legislation and codes of practice, and relevant South African and international standards
- m. The Contractor shall design the Facility with due consideration to the site environmental conditions, particularly in relation to wind and uplift / downforce conditions.
- n. If there is a conflict of method, or level of provision, the Contractor shall adopt the most stringent specification after advising the Engineer. The Contractor shall submit details of any such conflicts and the provisions adopted.

Operation and Maintenance

- a. The Contractor is responsible for the operations and maintenance of the Facility during the first twelve (12) months of operation.
- b. The Defects Period is twelve (12) months from the practical completion date.

TECHNICAL REQUIREMENTS

Preamble

To fairly and speedily compare the conceptual design(s), The Contractor shall complete a Bill of Quantities based on the given equipment capacities and performance requirements. An evaluation of the site's loads and preferred operations by the Engineer has been used to identify typical equipment capacities and performance requirements.

The proposed solutions will be evaluated on their ability to provide improved energy security and performance, as a function of costs and maintainability.

The Facility entails the following:

- Generation and distribution of electric power from a rooftop photovoltaic cell(PV) system;
- Provision of an electrical storage system;
- Allowance for the connection and integration of a diesel genset
- Provision of microgrid controllers and various inverters to allow different operation scenarios;
- Construction of necessary infrastructure meeting South African and International Standards, and to satisfy the performance measures and/or industry standards

The proposed microgrid solutions will need to consider the following:

- Flexibility: Due to the nature of changing business operations or change of tenants, microgrid solutions will need to consider future load profiles that may change in scale and shape. The degree of flexibility needed must be taken into consideration during the site visits and the final design and operational model. The ability to increase the sizing of the batteries by 50% will be required.
- Business/Operations models: A full operational model including operation and maintenance must be included in the proposed microgrid solution, as the NAC will not operate and maintain the microgrid system(s).
- The Bill of Materials Spreadsheet allows for the performance data and specifications of the various components to be entered. The naming convention of the components is based loosely on the typical Single Line Diagram of AC and DC type systems shown but may not be sufficient for all conceptual designs. Further, Contractors may choose to name the functionality of components in many ways according to the selected vendor. Should the component descriptions not match the equipment in the submitted conceptual design, then a new section shall be included in the Bill of Materials spreadsheet, along with relevant specifications data.

Typical Single Line Diagrams of AC and DC Type Systems

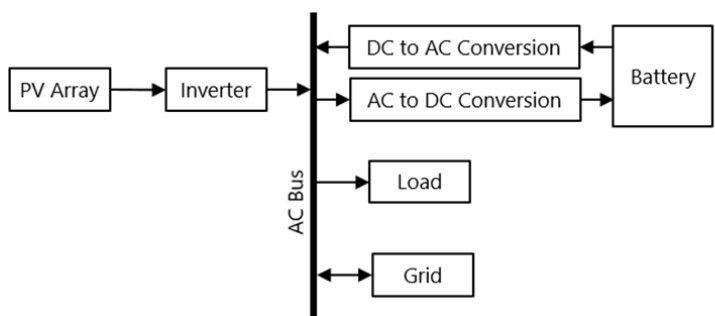


Diagram 1: Battery Connected to AC Side of Photovoltaic System

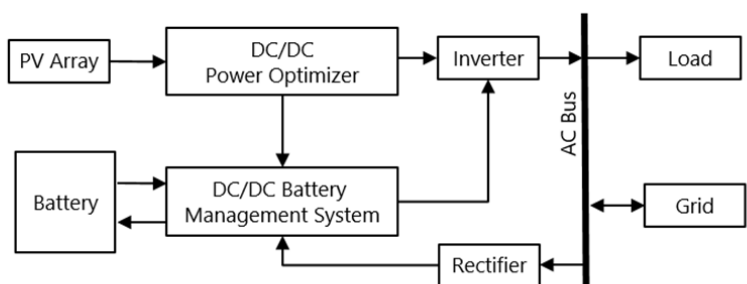


Diagram 2: Battery Connected to DC Side of Photovoltaic System

Facility Description

- a. The Facility comprises two separate roof top mounted PV arrays, an electrical battery storage unit, as well as all the associated infrastructure and balance of plant.
- b. The PV arrays shall have a nominal minimum installed peak capacity as follows :-

	Estimated Flat Roof Area (m ²)	Array Nameplate Capacity (kWdc)	Nominal DC to AC Ratio
Array A	60	12	1.15
Array B	120	28	1.15

- c. Array Nameplate Capacity: The DC system capacity is the DC (direct current) power rating of the photovoltaic array in kilowatts (kW) at standard test conditions (STC).
- d. Nominal DC to AC Ratio: The DC to AC size ratio is the ratio of the inverter's AC rated size to the array's DC rated size. This will be set by the selection of the Inverter type and sizing.
- e. The PV Array's location and orientations will be dictated by the module dimensions and mounting requirements, and then by the design of the support steel structure where the tilt and azimuth of the modules will be selected to minimise wind loading. The height of the

Array A is at the current height of the existing PV modules, and the height of Array B will be level with the existing rooftop rooms to prevent overshadowing.

- f. The Battery Storage unit shall comprise of a 20 kW 80 kWh Lithium unit
- g. The facility shall have a design life of 25 years
- h. The facility shall be designed to operate in an islanded mode, balancing the input from PV and Batteries as needed, and then switching over to the diesel genset when necessary.
- i. The facility shall be monitored and operated as per the requirements in this document.
- j. Possible Inverter and Battery Locations will depend on the design and hence on the equipment offered.

Operation Specifications

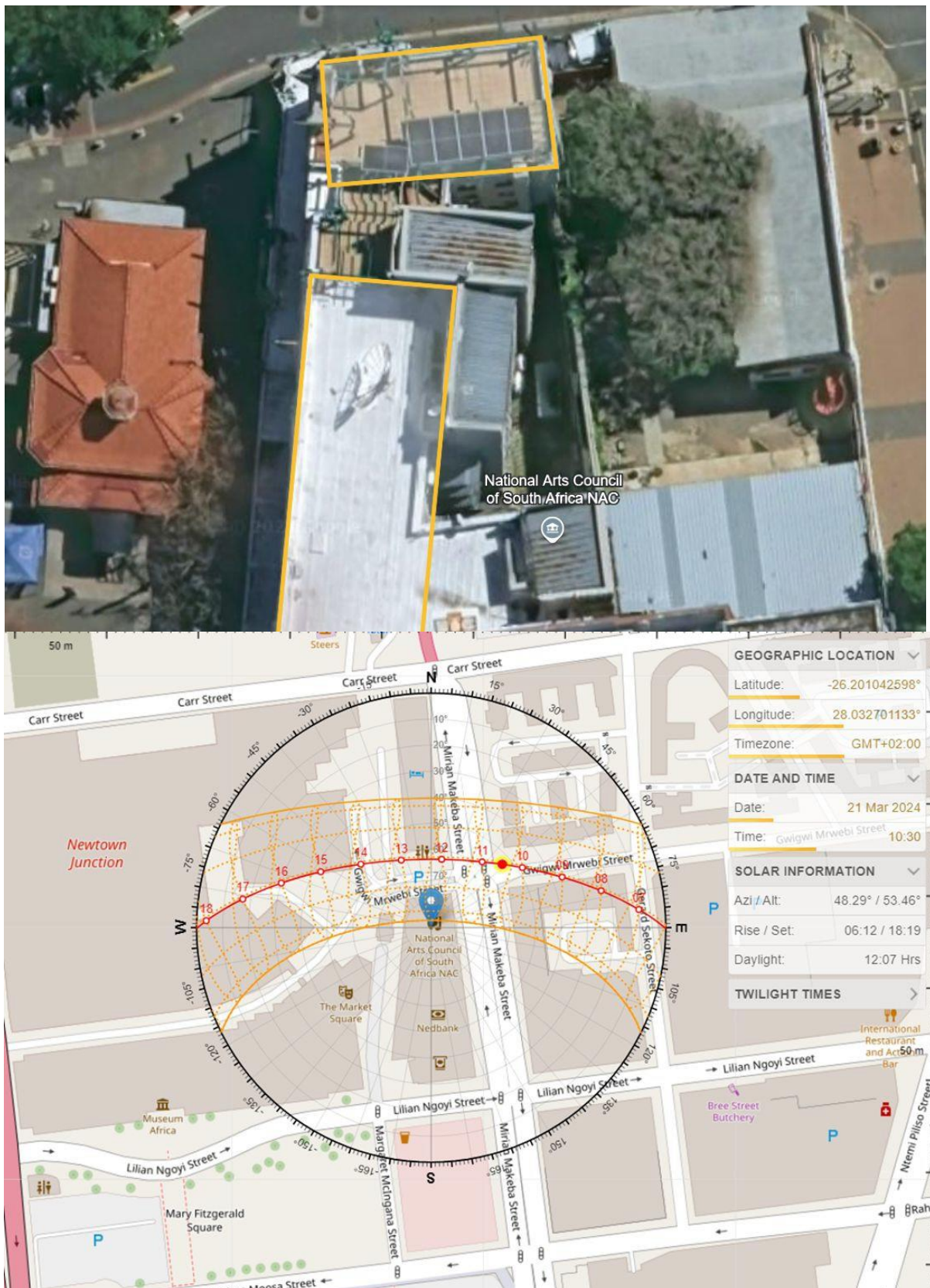
- a. The Microgrid controller shall be capable of complete automatic unattended operation, including synchronisation with the grid, islanding, and operating in parallel with a diesel genset.
- b. The Microgrid controller shall be able to operate the energy storage in 2 manual dispatch modes, selectable via the control interface.
 - Energy from PV to meet the load with any excess used to charge the battery
 - Energy from PV to charge the battery with any excess to meet the load
- c. The Engineer shall approve the operating approach and logic.

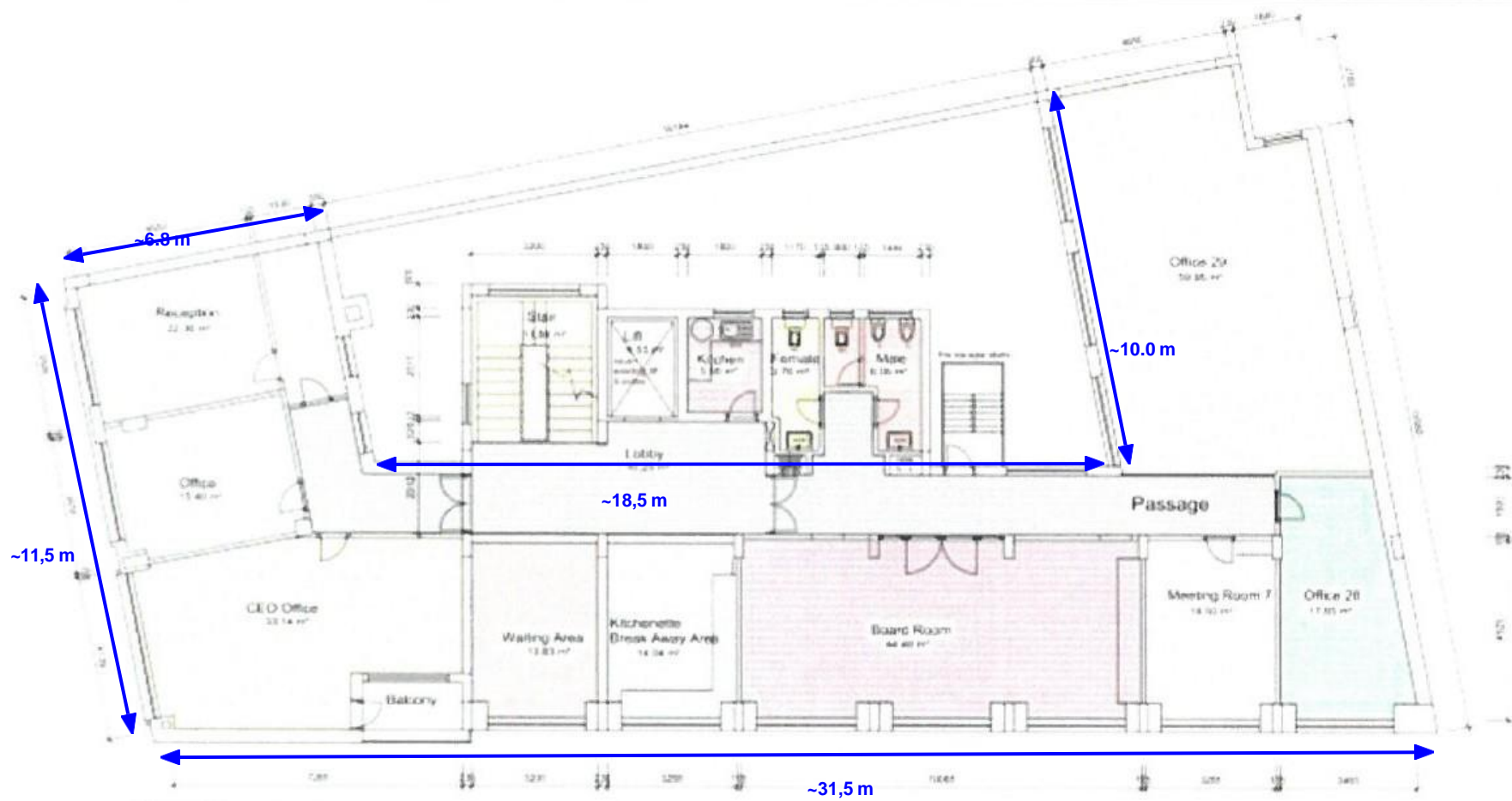
Structural Analysis

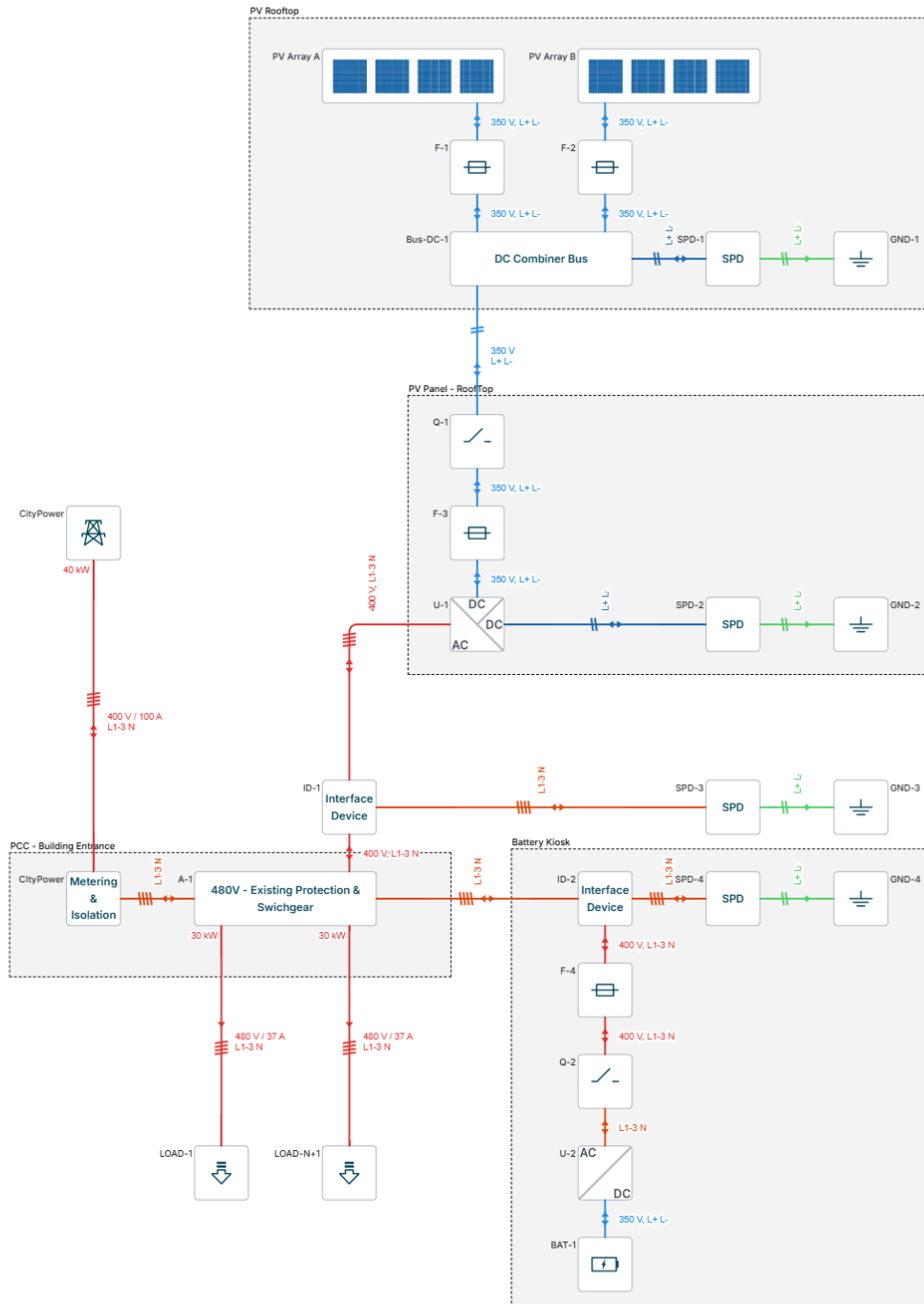
- a. A structural analysis of the rooftop and existing steel structures shall be completed by a qualified Structural Engineer before developing a design, to assess the basic technical viability for the PV array mounting structure, and to compare against the concept design.
- b. The analysis assumed loading conditions for a generic PV facility installation.
- c. Location of Equipment / Cable Routes
- d. Inverters, PV-DB, Battery units, and Battery-DB shall be installed on the outside wall of the individual buildings.
- e. The roof has several rooms which can accommodate technical equipment. The walls shall be used to install inverters and PV-DBs.
- f. The exact location and physical inverter layout shall be determined by the Contractor and submitted to the Consulting Engineer for confirmation.
- g. In principle the PV Array power electronic units / inverters shall be located on the roof to reduce the length of DC cable, and an AC link shall be provided to a coupling point at the basement level. This is in the area adjacent to the existing Main Incomer Board.

Indicative Layouts

The following are indicative layouts to provide guidance of the intended configuration of the Facility.







Indicative Configuration. 2 PV Arrays and Battery Energy Storage.

Based on AC-Type Microgrid with PV / Battery Design. Control and Communications not shown. Subject to change dependant on equipment selected and vendor design philosophy

EVALUATION CRITERIA

Proposals will be evaluated on the 80/20 preference points scoring system for the duration of the project: that is, 80 points awarded will be based on price, and 20 points awarded will be based on Specific Goals.

1	EXPERTISE OF PROPOSED KEY PERSONNEL - Maximum Points = 30		
	Criteria	Points	Points Scored
	<p>CVs of proposed key personnel with experience in solar photovoltaic solar (PV) projects, the persons need not be in the current employ of the entity at the time of submission, but a commitment either of subcontract agreement between entity and subcontractor (person or entity) or consent between the entity and person whose CV is submitted shall be presented and signed by the proposed individual/subcontractor.</p> <p>NB: Proposed key personnel shall be qualified/registered in their respective trades/professions <u>Project Team</u></p> <p>Project Manager / Team Leader (Engineer/Technician) with 10 years or more experience</p> <p>Design Engineer / Technician with 5 years or more experience Installation Electrician with 5 years or more and have a PV Green Card</p>		
	Project team – all individuals have 7 years’ experience or more	30	
	Project team – one or more individuals have over 3 years’ experience but less than 5 years	20	
	Project team – one or more individuals have over 1 year’ experience, but less than 3 years	10	
	Project team – one or more individuals have less than 1 year’	5	
2	METHODOLOGY AND TIMEFRAMES - Maximum Points = 30		

	Criteria	Score	Points Scored
	Submit a Method Statement for the construction of a rooftop PV solar plant that contains: Construction Methodology, Quality Management plan and Safety plan, in-line with construction safety regulations and industry standards and requirements. Construction methodology submitted must include the following: PV Mounting Frame Structure installation, Mounting of PV modules, PV Module Stringing LV Electrical System installation. (NB: Points will not be awarded to method statements that do not contain the info stipulated above).		
	Submit a project program on a Gantt Chart indicating timeline, deliverables and dependencies. The program must include the following: PV Mounting Frame Structure installation, Mounting of PV modules, Inverter, LV Electrical System installation. (NB: Points will not be awarded to method statements that do not contain the info stipulated above).		
	Submit both Methodology and project program	30	
	Submit either Methodology or project program	15	
3	PROJECT EXPERIENCE AND REFERENCES - Maximum Points = 20		
	Criteria	Score	Points Scored

	Bidder has successfully supplied, constructed, and commissioned rooftop PV Solar plant of a minimum 50kWp plant size. Bidder to provide references of projects completed within the last 10 years, that has valid Client references on a client letterhead, with valid contact details. Client reference letter to include, Project name, description of works (including plant size), location of works, start date, completion date.		
	6 projects or more	20	
	4 projects	15	
	2 projects	10	
	1 Project	5	
4	FINANCIAL GUARANTEE - Maximum Points = 10		
	Criteria	Score	Points Scored
	The bidder must show the capacity to fund the initial cash commitments for the procurement of material. To do so, a bank guarantee letter must be provided. Any other proof of financial resources of funding which the bidder intends on utilizing to fund the project can also be submitted. (The NAC requires this information to ascertain whether the bidder can carry the initial cash commitments required for the procurement of material)		
	Supply a R 1 000 000.00 financial guarantee	10	
	Supply a R 500 000.00 financial guarantee	5	
	A guarantee of less than R 500 000.00	Zero	

Upon evaluation of bids service providers will be expected to provide presentations on the proposed solution.

PRESENTATION BY SHORT LISTED CANDIDATES

The short-listed companies who score a minimum of 70 points out of 90 points on functionality will be invited to deliver a 20-minute presentation of their detailed proposal to the NAC. Companies will be advised of the presentation date and time at least a week prior to the presentation. Presentations will only be extended to the service providers who meet the minimum of 70 points on functionality/technical requirements.

PRESENTATION EVALUATION CRITERIA

ELEMENT	WEIGHT
Methodology and approach demonstrating that the bidder has the required resources, skills, capabilities and effective workplan to successfully implement the project	5
Quality and Risk Management Plan	5
TOTAL	10

All bids that fail to achieve the minimum overall qualifying score of 70 points on functional/technical requirements, including presentations, will not be considered for further on Price and Specific Goals.

CONTRACT MANAGEMENT

The successful bidder must be prepared to enter into a service level agreement with the National Arts Council of South Africa. The service level agreement will be performance based and reviewed on an annual basis. The NAC reserves the right to terminate or cancel the contract due to unsatisfactory performance.

ANNEXURE B: BIDDING STRUCTURE

Indicate the type of Bidding structure by marking with an 'X'	
Individual Bidder	
Joint Venture	
Consortium	
With Subcontractors	
Other	

If Individual or with a Subcontractor / other:	
Name of Bidder	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
E-mail Address	
Fax Number	
Postal Address	
Physical Address	

If Joint Venture or Consortium, indicate the name/s of the partners:	
Company Name	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Postal Address	
Physical Address	

HAS AN ORIGINAL VALID TAX CLEARANCE CERTIFICATE/S BEEN SUBMITTED OF CONSORTIUM,

JOINT VENTURE AND/OR SUBCONTRACTORS

Yes		No	
-----	--	----	--

PLEASE INDICATE THE TYPE OF YOUR ENTITY E.G. PRIVATE/PUBLIC ENTITY, CLOSED CORPORATION, OTHER, JOINT VENTURE, CONSORTIUM, SOLE PROPRIETOR, FOREIGN COMPANY, PARTNERSHIP, TRUST, SECTION 21 COMPANY OR GOVERNMENT / PARASTATALS.

Indicate the type of Company	
------------------------------	--

DECLARATION OF ANY CONFLICT OF INTEREST OF ANY NATURE WHATSOEVER:

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

I/We the undersigned acknowledge(s) that the information provided in this document is both true and correct and that any conflict of interest is declared.

SIGNATURE OF BIDDER:

DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

Total Bid Price:

(In words).....

.....

ANNEXURE C: CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING

CHECKED BY BIDDER

CHECKED BY SCM OFFICIALS

(for departmental use only)

NB!! Have the following forms been completed, signed and submitted with your proposal?

REMARKS by SCM, IF ANY:

<input type="checkbox"/>	Invitation to bid – SBD1	<input type="checkbox"/>
<input type="checkbox"/>	Valid, Original Tax Clearance Certificate – SBD 2	<input type="checkbox"/>
<input type="checkbox"/>	Pricing schedule (Professional services) - SBD 3.1	<input type="checkbox"/>
<input type="checkbox"/>	Bidders Disclosure - SBD 4	<input type="checkbox"/>
<input type="checkbox"/>	Preference points claim-SBD 6.1	<input type="checkbox"/>
<input type="checkbox"/>	Contract form (rendering of services) - SBD 7.2	<input type="checkbox"/>

NB!! PLEASE TAKE NOTE THAT ALL STANDARD BIDDING DOCUMENTS (SBD) FORMS MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY INVALIDATE YOUR BID.

**SBD 1
PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NAC 03-2024/25	CLOSING DATE:	19 February 2025	CLOSING TIME:	12:00
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
supplychain@nac.org.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Esona Zandile		CONTACT PERSON	Itumeleng Sikhosana	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	supplychain@nac.org.za		E-MAIL ADDRESS	supplychain@nac.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES
 NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES
 NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO
- 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 BELOW.

**PART B
 TERMS AND CONDITIONS FOR BIDDING**

- | |
|---|
| <p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p> |
| <p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”</p> |

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

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

DATE:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of the bid that the taxes of the successful bidder **must** be in order

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

ANNEXURE D PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER: BID NO.: **NAC 03-2024/25**
 CLOSING TIME **12:00** ON: **19 February 2025**

NB: TO BE COMPLETED BY ALL BIDDERS. FAILURE TO COMPLETE THIS QUESTIONNAIRE MAY RESULT IN DISQUALIFICATION

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY	INCLUSIVE OF <u>VALUE ADDED</u>
NO			
<u>TAX</u>			

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

DAILY RATE	DAILY RATE	
HOURLY RATE		
-----	R-----	-----

-----	R-----	-----

-----	R-----	-----

----- R-----

----- R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----- R----- days

----- R-----days

----- R-----days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.) Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE
QUANTITY AMOUNT	
R-----	-----
R-----	-----
R-----	-----
R-----	-----

TOTAL: R.....

5.2 Other expenses, for example accommodation (specify, e.g. three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.) On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	QUANTITY	AMOUNT	RATE
.....		
R.....			
.....		
R.....			
.....		
R.....			

TOTAL: R.....

5. Period required for commencement with project after acceptance of bid

.....

6. Estimated man-days for completion of project.

.....

7. Are the rates quoted firm for the full period of contract?

.....

8. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

NB: all costs must be inclusive of VAT.

Submitted By:

Name & Surname:..... Signature:..... Date:.....

Telephone number:.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

	Full Name	Identity Number	Name of State institution
2.2			

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to invitations to tender:

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

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process

or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEM

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P \max}{P \max} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of

this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for the 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Ownership	10	
30% Black Women Ownership	4	
Youth Ownership	3	
Disability 30% Ownership	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;

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

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

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 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 Status Level 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 fulfilment 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.....	