



## ***Request for Quotation (RFQ)***

### ***The Engineering, Design, Procurement, Installation, and Maintenance of Solar Photovoltaic (PV) Systems to 15 SMMEs based in Gauteng Province, South Africa***

***RFQ No. 9386/19/08/2022***

Date of issue:	Wednesday, 10 August 2022
Closing Date and Time	Wednesday, 24 August 2022
Submission and Contact details:	For submission of quotations or any other enquiries: Email: <a href="mailto:tender@csir.co.za">tender@csir.co.za</a> <i>(Please use RFQ No. as subject reference)</i>

## **SECTION A: TERMS OF REFERENCE, SCOPE OF WORK, TECHNICAL SPECIFICATION AND FUNCTIONAL REQUIREMENTS**

### **1 INTRODUCTION**

The Council for Scientific and Industrial Research (CSIR) is one of the leading African research and technology development organisations. The CSIR's mandate is to undertake directed and multidisciplinary research and technology innovation that contributes to the improvement of the quality of life of South Africans. The CSIR lives and achieves this mandate in partnership with national and international research and technology institutions, parties in the public and private sectors and with civil societies.

The CSIR through the National Cleaner Production Centre of South Africa (NCPC-SA) is embarking on a procurement process for the Engineering, Design, Procurement, Installation, and Maintenance of Solar Photovoltaic (PV) Systems to 30 Small Micro Medium Enterprises (SMMEs) based in Gauteng Province, South Africa. The project will be done in phases and through various procurement processes.

The [National Cleaner Production Centre of South Africa](#) (NCPC-SA) is a national programme of government that promotes the implementation of Resource Efficiency and Cleaner Production (RECP) methodologies to assist industry to lower costs through reduced energy, water and materials usage, and waste management. It is hosted by the CSIR on behalf of the Department of Trade and Industry.

The NCPC-SA is a member of the United Nations Industrial Development Organisation and the United Nations Environmental Programme's global RECP network and plays a leading role in the African Roundtable on Sustainable Production and Consumption.

The NCPC-SA's service offerings include:

- Raising awareness, advocacy and demonstration of the benefits of RECP
- Technical support to industry through RECP methodologies and tools
- Facilitating the implementation of RECP in industry
- Capacity building and development of RECP skills.

## 2 INVITATION FOR QUOTATION

Quotations are hereby invited for the Engineering, Design, Procurement, Installation, and Maintenance of Solar Photovoltaic (PV) Systems to 16 SMMEs based in Gauteng Province, South Africa, supported by the National Cleaner Production Centre, South Africa (NCPC-SA).

The appointed service provider should be having a capacity to install a maximum of up to 6.4 kWp solar panels with 20 kWh battery storage. The potential energy savings a year should be around 12,024 kWh which is equivalent to about R34,648/year. The measurement was based on 20 Canadian (CS1H-320MS) solar panels and lithium battery (Tri power storage), and it should be noted that installation is not prescribing Canadian solar panels and lithium battery as the only solution for clean energy.

**Table 1** below indicates the initial 15 sites where the works are required:

**Table 1: The company names, addresses and locations**

No.	Long Name of SMME / Company	Site Location / Address	Coordinates	Indicate with (X) which site you are bidding for
1	Mr. Bin Cleaner and Waste Management	Protea Glen, Soweto, Gauteng	-26.283695, 27.810982	
2	B-West Cleaning and Recycling Project Primary Co-Operative Limited	Plot 58 Aloe Ridge Drive, Walkerville, GAUTENG	-26.374699, 27.951121	
3	Demco Gas Solutions	157 Houthamer RD, Devland, 2064	-26.280569, 27.930858	
4	Aquatrade	4 Diesel Road, Isando, Kempton Park, South Africa	-26.148859, 28.203639	
5	Swagefast (Pty) Ltd	09 MONUMENT DIENSPAD ST, OLIVANNA, KRUGERSDROP, GAUTENG	-26.107736, 27.770263	
6	AB Farms	R28, Mohlakeng, Westonaria, 1766	-26.278959, 27.681225	

7	Eco Care	176 Vanadium Street, Zone 15, Industrial Park, Ga-Rankuwa, Pretoria, 0208, South Africa	-25.557376, 27.999422	
8	Unconventional Waste	29 4 Simpan Road, Germiston Ext 4, 1400	-26.222625, 28.161092	
9	Grandstage	9th Floor West, Atrium 5 <sup>th</sup> , Sandton, Johannesburg, 2196	-26.107799, 28.052522	
10	Sindungulwazi Environmental holding Centre (Pty) Ltd	875 Wisa Street, Drieziek 2, Orange Farm, Johannesburg, 1805	-26.471710, 27.842382	
11	K1 recycling (Pty) Ltd	U21, 519 Manamela Street, Katlehong 1431	-26.323617, 28.160591	
12	Kuishi Kijani (Pty) Ltd	Plot No 177, Vastfontein, Olyfboom Street, Pretoria North Rural, Gauteng	-25.498203, 28.236456	
13	Lindithando Construction and Projects	343/21 Middle Rd, The De Deur Estates, De Deur, Midvaal, , 1884, Gauteng	-26.516146, 27.939082	
14	Fernel Pty (Ltd) plant	1 Union Street, Roxton, Alberton	-26.252277, 28.139820	
15	MEZE FOODS FACTORY	190 Eland Rd, Daleside, Meyerton. GAUTENG	-26.486094, 28.0676059	

To view the locations on a map physically, the bidder is referred to Appendix A bellow.

The following with apply for this tender:

- Bidders will only be allowed to only tender for a maximum of two sites.
- Bidders **must** clearly indicate which site they are submitting a bid for.

### 3 SCOPE OF WORK AND DELIVERABLES

Bidders are requested to quote the CSIR on the following requirements:

- Full engineering and design of the Solar PV system according to applicable local and international standards for the identified site/s.
- Construction work and installation of equipment for the identified site
- Supply of PV modules, inverters, mounting structure, cabling, mounting hardware and infrastructure, reticulation, grid connection works and remote monitoring and control.
- Submission of preliminary and final as-build design documentation as well as grid code compliance certificate to respective municipalities.
- 36 months Defects period, operation, and maintenance (O&M) period (a separate O&M Contract shall be entered into)
- 36-month training programme for identified Beneficiaries in PV systems O&M.

**Note: Tenderer shall price for all activities of the contract as set out in the activity schedule in the Invitation to Tender Schedule.**

#### 4 PRICING SCHEDULE / BILL OF MATERIALS

Bidders are required to price as per the items listed can do from the schedule in **Table 2** below.

**Table 2. Activity Schedule**

Ref	Item Description / Activity	Description	Measurable Quantity	Unit of measurement	Price (ZAR)
1	Detailed design of PV system including all auxiliary systems and facilities		Design	Lump sum	
2	Site Preparation, setting out, clearing,		Construction work	m <sup>2</sup>	
3a	Mounting structure: Roof type (Gable/flat/flush)	Suitable racking	Procurement	No. of units	
3b	Mounting structure (Gable/flat/flush)		Construction work	No. of units	
4a	PV Modules	Mono, PERC and half cut	Procurement	kWp	

4b	PV Modules		Installation work	kWp	
5	DC Cabling, including ducting, terminations, MC4		Procurement	M	
6	DC Cabling, including ducting, terminations, MC4, cable UV protection		Installation work	m	
7a	Sized Inverters		Procurement	kW	
7b	Inverters		Installation work	kW	
8a	Low voltage (LV) AC Cabling between inverters and boards (including ducting)	Up to 750 V	Procurement	m	
8b	LV AC Cabling between inverters and boards (including ducting)		Installation work	m	
9a	LV boards, switches, protection devices		Procurement	No. of units	
9b	LV boards, switches, protection devices		Installation work	No. of units	
10a	Low voltage (LV) AC Cabling between boards and transformer (including ducting)		Procurement	N/A	
10b	Low voltage (LV) AC cables between boards and transformer (including ducting)		Installation work	N/A	
11a	Medium Voltage (MV) AC cabling between Transformer and RMU		Procurement	N/A	
11b	MV AC cabling between Transformer and RMU	1500 V	Installation work	N/A	
14a	Lightning protection and earthing (All parts)	Masts	Procurement	Lump sum	
14b	Lightning protection and earthing (All parts)		Installation work	Lump sum	
15b	Energy and Power Meters		Installation work	No. of units	
16a	Balance of plant eg. Fuses, SPDs, fire protection, signage, cable labels etc.		Procurement	No. of units	
16b	Balance of plant eg. Fuses, SPDs, fire protection, signage, cable labels etc		Installation work	No. of units	

17a	PV soiling monitoring (2x)		Procurement	No. of units	
17b	PV soiling monitoring		Installation work	No. of units	
18a	Pyranometer (4x)		Procurement	No. of units	
18b	Pyranometer		Installation work	No. of units	
19a	String monitoring system		Procurement	No. of units	
18b	String monitoring system		Installation work	No. of units	
20a	Control and monitoring system (all data monitoring and operation devices)		Procurement	No. of units	
20b	Control and monitoring system		Installation work	No. of units	
21	PV Facility commissioning and testing		Commissioning & Testing	Lump sum	
22	Professional work, machinery & equipment, utilities		Preliminary & General	Lump sum	
23	O&M services for the 3 years: Including scheduled and incidence based		O&M	Lump sum	
24	O&M Basic Training Programme		Training	Lump sum	
25	OHSA health and safety plan, preparation, PPE, training		Preliminary & General	Lump sum	
26	Testing and Certification of Equipment		Preliminary & General	Lump sum	
27	Environmental plan		Preliminary & General	Lump sum	
28	Waste disposal plan		Preliminary & General	Lump sum	
29	Structure engineering report & certificate		Preliminary & General	Lump sum	
30	Spare parts		Procurement & delivery	No. of units	
31a	Lithium-Ion battery storage system		Procurement	kW	
31b	Lithium-Ion battery storage system		Installation work	kW	
32	Other		Other	Lump sum	
33	Contingency			20%	
				<b>Sub-Total</b>	

				<b>VAT</b>	
				<b>Total</b>	

Also, important to consider is the wiring zone. In this PV installation, a stringing strategy (along racking) is recommended.

**Notes to Pricing:**

Bidders are to note that if the price offered by the highest scoring bidder is not market related, CSIR may not award the contract to that bidder. CSIR may:

- negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ.
- if that bidder does not agree to a market-related price, negotiate a market-related price with the bidder scoring the second highest points or cancel the RFQ.
- if the bidder scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the bidder scoring the third highest points or cancel the RFQ.
- If a market-related price is not agreed with the bidder scoring the third highest points, CSIR may cancel the RFQ.

**NB: The above cost must be inclusive of all costs required to render the required services as per above scope of work and specifications.**

**4.1 Additional quotation requirements (These must be submitted with and/or indicated in quote):**

- The bidder must submit a cover letter and indicate which sites (2 max) they are tendering on.
- The bidder must submit quotation on their official company letterhead.
- Bidders must quote as per above Bills of Quantities (BoQ)/Pricing schedule in line with the stipulated specifications.
- Brief company profile highlighting the bidder's core business in relation to this request (must not exceed 2 pages)
- Bidders will be required to provide at least five (5) contactable references from 5 different clients for similar goods and/or services delivered in the past 5 years.



***Similar= Engineering, Design, Procurement, Installation, and Maintenance of Solar Photovoltaic (PV) Systems similar to the scope of this RFQ***

- Goods and/or services are to be delivered at various sites across Gauteng as stipulated above
- Eligible installers must be registered / member of Electrical Contractors Association of South Africa (ECASA) and must have electrical contractors
- Eligible installers must be accredited Solar Installers
- Eligible installers must have the ability to check power quality
- Eligible installers must be mandated to issue Certificate of Compliance (COC)
- Eligible installers must have the ability to perform electrical load balance
- Eligible installers must have Electrical Engineers.

## **5 BACKGROUND INFORMATION AND TECHNICAL SPECIFICATIONS**

Apart from optimising the current energy use, installing a solar system in each of the selected sites is recommended. The solar system should serve the purpose of further reducing the or eliminating the electricity bills of the companies and enable them to operate to a specified level during outages and at night where applicable. As a result the solar systems that will be installed will either be hybrid or able to operate off grid. In some companies, three-phase solar solutions will be required. *Table 3* shows the stages that are involved in implementing this recommendation.

*Table 3: The PV System Implementation stages*

<b>Design</b>	<b>Equipment Selection</b>	<b>Installation</b>	<b>Operations and Maintenance</b>
System Design	New, safe, and reliable operation ensured	Process and quality control	Timely and accurate response with the ability to locate faults and prevent accidents

The solar system installation will involve several finer but important steps. **Table 4** lists these steps.

**Table 4: Necessary steps for the implementation of the solar system solution**

<b>Material Approach Test</b>	<b>Construction and PV racking installation</b>	<b>Electrical Equipment Installation</b>	<b>Cable Grounding</b>	<b>Commissioning and usage</b>
Equipment handling: Unpacking and Inspection	Along Racking: for flat, flush and gable roof	Inverter, transformer, cabling	AC and DC Cabling, lightning protection, grounding	Commissioning

The Solar systems that will be installed in each roof-top of the selected SMMEs shall consist of Solar panels, grid interactive power conditioning unit (if necessary) with remote monitoring system, mounting structures, earthing and lightning protections, IR/UV protected PVC Cables, pipes and accessories.

## 5.1 Solar Panels

Solar panels are the major components of the solar system, making it crucial to select the best suitable and performing. They must meet the latest edition of IEC PV module qualification test or equivalent SABS standards.

Among different types of module technologies, half-cut mono crystalline solar panels with the passivated emitter and rear contact (PERC) property are recommended because of their higher efficiency. While the installer may argue otherwise, this recommendation is intended to keep project in step with the advancement of the module technologies. The advantage of half-cut modules (solar cells that are cut in half) are that they have improved performance and durability.

*Figure 1* shows the type of the recommended solar module. Traditionally, solar panels have 60 or 72-cells, the proposed modules will have 120 and 144 half-cut cells, respectively. With solar cells halved, their current is also halved, thus lowering resistive losses, and producing a little more power.



*Figure 1. Typical passivated emitter and rear contact and half-cut solar modules*

In addition, smaller cells experience reduced mechanical stresses, which limits chances for cracking. Also with shading, the advantage is that if one half of a module is shaded, the other half will still perform.

The total solar system capacity must not be less than allocated capacity (kWp). Protective devices against surges at the solar panels shall be provided. PV modules must be tested and approved by one of the authorized test centers in the country to ensure reliability. The rated output power of any supplied solar panels shall have tolerance of +/- 3%.

The supplier should warrant or back the solar panels with the material and performance warranties.

**Material Warranty:** Solar panels will be supplied with specified defect or failure free structural warranty (number of years).

**Performance Warranty:** Due to well-known and predicted electrical degradation of solar panels, they will be supplied with a warranty that indicates that the generated power compared to the full rated original output, must not decrease by more than 10% after ten years period and 20% after 25 years.

The supplier and/or installer will attend to the defects and/or failures of the system for the period of not less than five years from the date of sale to the original customer ("Customer"). The defects and/or failures considered here include those due to manufacturing, quality of materials, non-conformity to specifications due to faulty manufacturing and/or inspection processes, if the RFQ No. 9386/24/08/2022

solar panel(s) fails to conform to this warranty, the supplier will repair or replace the solar module(s).

## 5.2 Solar System Maintenance

Maintenance is any activity that is performed to restore a solar system, equipment, or component to a functioning state. Maintenance of the solar system in addition to the warranty is required and it will be carried out on site by specialised technicians. Four types of solar system maintenance are carried out, namely, preventive, corrective, predictive, and extraordinary maintenance.

- Preventive Maintenance

Preventive Maintenance comprises regular visual and physical inspections, as well as verification that all the key components of the solar plant are in good working order. This maintenance is carried out at predetermined regular intervals according to prescribed operations and maintenance (O&M) manuals and are included in the “Annual Maintenance Plan”.

- Corrective (also called Scheduled)

Corrective Maintenance occurs after a failure detection by remote monitoring or during an on-site inspection. Corrective Maintenance includes Fault Diagnosis, Temporary Repair & Repair and can be divided into three levels of intervention: Intervention without the need of substitution, with the need of substitution and with the need to intervene on the software of a device.

- Predictive Maintenance

Predictive Maintenance is carried out following a forecast derived from the analysis and evaluation of the significant parameters of the degradation of an item. This will be the responsibility of NCPC-SA for research purposes.

- Extraordinary Maintenance

Extraordinary Maintenance actions are necessary when major unpredictable events require substantial activities to restore the previous plant conditions, such as damages due to Force Majeure, theft or fire, endemic failures of the equipment, modifications required by regulatory changes and equipment wear or deterioration due to design faults.

### **5.3 Solar System Monitoring**

Potential bidders to indicate that the PV solution/ system they will provide will have metering (Digitised monitoring) – We are encouraging 4IR solutions) to gather time and date stamped system data in order to monitor performance.

### **5.4 Solar System Protection**

The system should have protection from lightning.

**NB: See link to the system specifications of the beneficiary site you are bidding for:**

<https://www.industrialefficiency.co.za/2022/08/05/energy-consumption-assessment-reports-related-to-csir-rfp/>

## **6 MANDATORY DOCUMENTS REQUIRED / RETURNABLES:**

Bidders must submit the below-mentioned documents and/or information and confirm compliance thereof:

No.	Description	Please indicate Yes/No
1	Cover letter indicating which site is the bidder tendering on	
2	Quotation on official company letterhead	
3	Completed BoQ or pricing schedule	
4	Proof of valid Professional Indemnity Insurance for the proposed consulting Engineer or Principal Agent	
5	Proof of valid Engineering Council of South Africa (ECSA) registration for the proposed Consulting Engineer who is going to sign-off on the complete installation. OR proof of valid SACAP registration if Architect will be sign-off on the designs or installations	
6	Provide proposed team organogram	
7	Provide proof of valid Construction Industry Development Board (CIDB) registration of (Electrical Engineering Works – Building grade of 2EB or higher	
8	Brief company profile highlighting the bidder's core business in relation to this request- NOT TO EXCEED MORE THAN 2 PAGES	
9	Submit completed schedule of bidder's experience and contactable references information.	
10	Completed and duly signed Standard Bidding Form (SBD 1)- Invitation to bid.	
11	Completed and duly signed Tender's Declaration of Interest Form	
12	Completed and duly signed Local Content and Production Declaration certificate SBD 6.2 as well as Annexure C.	
13	Completed and duly signed Standard Bidding Form (SBD 4)- Invitation to bid.	

**NB:** *Non-submission of the above-mentioned documents as well as any deviation from the above quotation requirements and specifications may deem your submission unresponsive and may thus result in your submission not being considered for Price and B-BBEE evaluation.*

## 7 EVALUATION CRITERIA

- 7.1 Selection of suppliers will be based on the 80/20 preference point system.
- 7.2 Submit a valid B-BBEE Certificate (SANAS accredited), CIPC B-BBEE certificate or sworn affidavit indicating the B-BBEE Status level. (RSA suppliers only)
- 7.3 No B-BBEE status will equal zero points. (RSA suppliers only)
- 7.4 Indicate CSD number (National Treasury Central Supplier Database) on quotation. If not registered yet on CSD, use [www.csd.gov.za](http://www.csd.gov.za) to register.
- 7.5 No order will be issued, or no contract will be signed without a valid CSD number (Only applicable to RSA suppliers).

## 8 ELIMINATION CRITERIA:

Suppliers will be eliminated under the following conditions:

- Late submission of Quotes; CSIR business hours are 8am to 16:30pm.
- Submission at the incorrect email address- submissions must be made to [tender@csir.co.za](mailto:tender@csir.co.za)
- If bidder does not submit quotation on official company letterhead.
- If bidder does not quote according to stipulated specifications and requirements
- If bidder does not price as per BOQ or pricing schedule.
- Non-submission of any of the mandatory/returnable documents specified in **section 6** above.
- If bidder is restricted by National Treasury and/or appear on National Treasury Tender Defaulter Register
- Bidders that do not submit a fully completed and signed SBD 1 and SBD 4 Form will not be considered.
- Bidders that do not meet local production and content requirements (bidder must submit a fully completed and signed SBD 6.2 and its Annexure C), will not be considered.

## SECTION B: TERMS AND CONDITIONS

### 9 PRICING QUOTATION

- 9.1 Price needs to be provided in South African Rand (excl. VAT), with details on price elements that are subject to escalation and exchange rate fluctuations clearly indicated, if applicable.
- 9.2 Price should include additional cost elements such as freight, insurance until acceptance, duty where applicable, etc.
- 9.3 Payment will be according to the CSIR Payment Terms and Conditions.

**The price should be firm and inclusive of costs and all services required to deliver on the required goods and/or services.**

### 10 PROCEDURE FOR SUBMISSION OF QUOTATIONS

- All quotations must be submitted electronically to: [tender@csir.co.za](mailto:tender@csir.co.za)
- Respondents must use the RFQ number as the subject reference number when submitting their bids
- The email and file sizes should not exceed a total of 25 per email
- The naming / labelling syntax of files or documents must be short and simple (e.g., BBBEE Certificate)
- Each bidder will be limited to send two emails with their submissions, and the subject of the email must clearly reference the bidder's name and RFQ number
- All documents submitted electronically via email must be clearly visible.
- Documents submitted via cloud solutions such as: *WeTransfer, Google Drive, Dropbox, etc.* will not be considered.
- Tenders or documents received after the closing date and time will be considered as a late submission. Late submissions will not be evaluated.

**NB: NO HARD COPIES OR PHYSICAL SUBMISSIONS WILL BE ACCEPTED**



## 11 REQUIREMENTS FOR A VALID BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) CERTIFICATE, CIPC CERTIFICATE AND SWORN AFFIDAVIT

11.1 Only those tenderers who submit a valid SANAS accredited B-BBEE certificate or Sworn Affidavit (dtic or CIPC) will be awarded points for B-BBEE during evaluation.

11.2 The following constitutes a valid **B-BBEE certificate**:

- Name of enterprise as per enterprise registration documents issued by CIPC, and enterprise business address;
- Value-Add Tax number, where applicable;
- The B-BBEE Scorecard against which the certificate is issued, indicating all elements and scores achieved for each element. The actual score achieved must be linked to the total points as per the relevant Codes;
- B-BBEE status with corresponding procurement recognition level.
- The relevant Codes used to issue the B-BBEE Verification Certificate.
- Date of issue and expiry (e.g., 9 June 2018 to 8 June 2019). Where a measured entity was subjected to a re-verification process, due to material change, the B-BBEE Verification Certificate must reflect the initial date of issue, date of re-issue and the initial date of expiry. Re-verification does not extend the lifespan of the B-BBEE Verification Certificate
- Financial period which was used to issue the B-BBEE Verification Certificate.
- Unique identification number of the B-BBEE verification professional or agency (e.g., BVA...).
- Name and logo/mark of the B-BBEE verification professional or agency.
- A B-BBEE Verification Certificate must be signed by the technical signatory at the bottom with full name and surname. The details of the technical signatory can be checked from the SANAS website ([www.sanas.co.za](http://www.sanas.co.za)). No other person is allowed to sign the B-BBEE Verification Certificate apart from the technical signatory.
- The SANAS logo on the B-BBEE Verification Certificate.

11.3 The following constitutes a valid **dtic Sworn Affidavit**:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit.

- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected.
- Indicate total revenue for the year under review and whether it is based on audited financial statements or management account.
- Financial year end as per the enterprise's registration documents, which was used to determine the total revenue.
- B-BBEE Status level. An enterprise can only have one status level.
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same.
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

**11.4** The following constitutes a valid **CIPC B-BBEE certificate:**

- Name of enterprise, registration number and business address.
- Date of issue and expiry adding to twelve months (e.g. 9 June 2018 to 8 June 2019) must be indicated.
- Percentage of total black ownership, black female ownership and total white ownership.
- Certificate number.
- Barcode with tracking number
- Barcode with enterprise number.
- B-BBEE Status and procurement recognition level.
- The dtic logo on the top left corner, and CIPC logo on the top right corner.
- CIPC watermark

## 12 SUB-CONTRACTING

- 12.1 A tenderer will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has the capability and ability to execute the sub-contract.
- 12.2 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.
- 12.3 If the tender intends to sub-contract, they must indicate the value of the work in Rands to be sub-contracted in relation to the total tendered amount. The supplier must also indicate the name(s) of the company / contractor.
- 12.4 All BBBEE certificates sworn affidavits of the sub-contractors must also be submitted. Non-submission will result in 0 points being awarded for BBBEE.
- 12.5 In case of proposal from a joint venture, the following must be submitted together with the proposal/Quotation:
- Joint venture Agreement including split of work signed by both parties;
  - The original or certified copy of the B-BBEE certificate of the joint venture;
  - The Tax Clearance Certificate of each joint venture member;
  - Proof of ownership/shareholder certificates/copies; and
  - Company registration certificates.

## 13 CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

- 13.1 Only those tenderers who are registered with the CIDB or are capable of being so prior to the closing date and time of this RFQ submissions, with a grading of **2EB or higher** class of construction works, will be considered.
- 13.2 Joint ventures are eligible to submit proposals provided that:
- Every member of the joint venture is registered with the CIDB;
  - The lead partner has a contractor grading designation in the **2EB or higher** class of construction work; or not lower than one level below the required grading designation

in the class of works construction works under consideration and possess the required recognition status;

- The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to **2EB or higher** class of construction work.

## 14 LOCAL CONTENT

14.1 Only locally goods and/or services from local raw material or input will be considered.

14.2 If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade Industry and Competition (dtic) should there be a need to import such raw material or input and;

14.3 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the RFQ. For further information, bidders may contact the Green Industries Unit within the dtic at telephone 012 394 1151/3508 or email [GFourie@dtic.gov.za](mailto:GFourie@dtic.gov.za)

14.4 The guidelines and declarations that should be used by tenderers when preparing a tender are available on the dtic website. Guidance on the calculation of local content and manufacturing can be accessed on the dtic's official website – <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>

13.4.1 Tenderers must complete Declarations D and E, and consolidate the information on Declaration C. Annexures C, D and E must be submitted with the tender by the closing date and time as determined by the CSIR. If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

- 14.5 The Declaration Certificate for Local Production and Content (SBD 6.2) in addition to the above declarations must also be completed, duly signed and submitted by the bidder at the closing date and time of the tender; and
- 14.6 The rates of exchange quoted by the bidder in paragraph 8.8 below of the declaration certificate will be verified for accuracy.
- 14.7 The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) AT 12:00 on the date of advertisement of bid.
- 14.8 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.
- 14.9 Bidders must clearly indicate in their bids, the quantities of products to be supplied, and the level of local content for each product.
- 14.10 Applicable local production and content minimum thresholds for this tender are as per the table below:

<b>Designated Sector</b>	<b>Item, Product, or Service Description</b>	<b>Minimum Applicable Local Content Threshold</b>
Solar PV Systems and Components	Laminated PV Modules	15%
Solar PV Systems and Components	Inverters	40%
Solar PV Systems and Components	Mounting Structure	90%
Solar PV Systems and Components	Module Frame	65%
Solar PV Systems and Components	DC Combiner Boxes	65%
Electrical Cables	Low Voltage (LV) Cable	90%
Electrical Cables	Medium Voltage (MV) Cables	90%
Steel Products and Components for construction works	Steel Products and Components i.e. Brackets (If applicable for use)	100%
Cement	Cement (If applicable for use)	100%

- 14.11 Refers to Local Content Guidance Document for the calculations of local content and Completion of Local Production and Content Annexure C to E

**Bidders are to declare any or additional item part of the scope of works that falls within the above designated sectors on Local content Annexures C, D, and E.**

**❖ How to apply for exemption:**

The exemption request must be on your signed company's letterhead and cover the following:

- The procuring entity/government department/state owned company,
- Tender/bid number,
- Closing date,
- Item(s) for which the exemption is being requested for,
- Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met,
- Reason(s) for the request,
- Attach specification issued by the procuring entity, and
- Supporting letters from local manufacturers/sub-suppliers (if applicable).

**Attention to:**

Dr. Tebogo Makube  
 Chief Director: Industrial Procurement Unit  
 The Department of Trade and Industry  
 Private Bag X84,  
 Pretoria,  
 Gauteng, 0001

## **15 CORRECTNESS OF RESPONSES**

- 15.1 The tenderer must confirm satisfaction regarding the correctness and validity of their quotation and that all prices and rates quoted cover all the work/items specified in the RFQ. The prices and rates quoted must cover all obligations under any resulting contract.
- 15.2 The tenderer accepts that any mistakes regarding prices and calculations will be at their own risk.

## **16 ADDITIONAL TERMS AND CONDITIONS**

- 16.1 A tenderer shall not assume that information and/or documents supplied to CSIR, at any time prior to this request, are still available to CSIR, and shall consequently not make any reference to such information document in its response to this request.

- 16.2 Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.
- 16.3 An omission to disclose material information, a factual inaccuracy, and/or a misrepresentation of fact may result in the disqualification of a tender, or cancellation of any subsequent contract.
- 16.4 Failure to comply with any of the terms and conditions as set out in this document will invalidate the Quotation.

## **17 CSIR RESERVES THE RIGHT TO**

- 17.1 Extend the closing date;
- 17.2 Verify any information contained in a proposal;
- 17.3 Request documentary proof regarding any tendering issue;
- 17.4 Appoint one or more service providers, separately or jointly (whether or not they submitted a joint proposal);
- 17.5 Award this RFQ as a whole or in part; and
- 17.6 Cancel or withdraw this RFQ as a whole or in part.

## **18 PERSONAL INFORMATION**

- 18.1 Each Party consents to the other Party holding and processing “personal information” (as defined in the POPI Act) relating to it for legal, personnel, administrative and management purposes (including, if applicable, any “special personal information” relating to him/her, as defined in the POPI Act). Notwithstanding the generality of the aforesaid, each Party hereby undertakes to comply with all relevant provisions of the POPI Act and any other applicable data protection laws. The Client further agrees to comply with all CSIR’s reasonable internal governance requirements pertaining to data protection.
- 18.2 Each Party consents to the other Party making such information available to those who provide products or services to such parties (such as advisers, regulatory authorities,

- governmental or quasi-governmental organisations and potential purchasers of such Party or any part of their business).
- 18.3 The Client consents to the transfer of such information to CSIR's business contacts outside South Africa in order to further its business interests.
- 18.4 While performing any activity where a Party is handling personal information as a "responsible party" (as defined in the POPI Act), each Party undertakes that it will process the personal information strictly in accordance with the terms of the POPI Act, this Contract, and the other Party's instructions from time to time, and take appropriate operational measures to safeguard the data against any unauthorised access.
- 18.5 Each Party acknowledges that in the course of conducting business with each other, each Party intends to maintain and process personal information about the other Party in an internal database. By signing this Contract, each Party consents to the maintenance and processing of such personal information.
- 18.6 Where relevant, the Client shall procure that all of its personnel, agents, representatives, contractors, sub-contractors, and mandataries shall comply with the provisions of this clause 12 (Personal Information). The CSIR shall be entitled on reasonable notice to conduct an inspection or audit Client's compliance with the requisite POPI Act safeguards.

## **19 DISCLAIMER**

This RFQ is a request for quotations only and not an offer document. Answers to this RFQ must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of its quotation, tenderers shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFQ. The CSIR makes no representation, warranty, assurance, guarantee or endorsements to tenderer concerning the RFQ, whether with regard to its accuracy, completeness or otherwise and the CSIR shall have no liability towards the tenderer or any other party in connection therewith.

## **20 OTHER TERMS AND CONDITIONS**

- 20.1 The supplier shall under no circumstances offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage, which may be construed as being made to solicit any favour, to any CSIR employee or its representatives. Such an act shall



constitute a material breach of the Agreement and the CSIR shall be entitled to terminate the Agreement forthwith, without prejudice to any of its rights.

20.2 A validity period of **90** working days will apply to all quotations except where indicated differently on the quote.

**21 No goods and/or services should be delivered to the CSIR without an official CSIR Purchase order or signed supplier agreement. The CSIR purchase order number must be quoted on the invoice. Invoices without CSIR purchase order numbers will be returned to supplier.**

**22 Note: This is not a Purchase Order**

**23 ANNEXURE B: SCHEDULE OF BIDDER'S EXPERIENCE AND CONTACTABLE REFERENCES**

<b>Client / Company Name</b>	<b>Contact person, email, and Telephone Number</b>	<b>Description of goods and/or services delivered</b>	<b>Value of the goods and/or services delivered (Inclusive of Vat)</b>	<b>Date when goods and/or services were delivered to client</b>

**DECLARATION BY TENDERER**

**Only tenderers who completed the declaration below will be considered for evaluation.**

**RFQ No: 9386/24/08/2022**

I hereby undertake to render services described in the attached tendering documents to CSIR in accordance with the requirements and task directives / proposal specifications stipulated in **RFQ No 9386/24/08/2022** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the CSIR during the validity period indicated and calculated from the closing date of the proposal.

I confirm that I am satisfied with regards to the correctness and validity of my proposal; that the price(s) and rate(s) quoted cover all the services specified in the proposal 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.

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

I declare that I have no participation in any collusive practices with any tenderer or any other person regarding this or any other proposal.

I accept that the CSIR may take appropriate actions, deemed necessary, should there be a conflict of interest or if this declaration proves to be false.

I confirm that I am duly authorised to sign this proposal.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE: .....	

**24 SBD 1 FORM - INVITATION TO BID**

## Appendix A

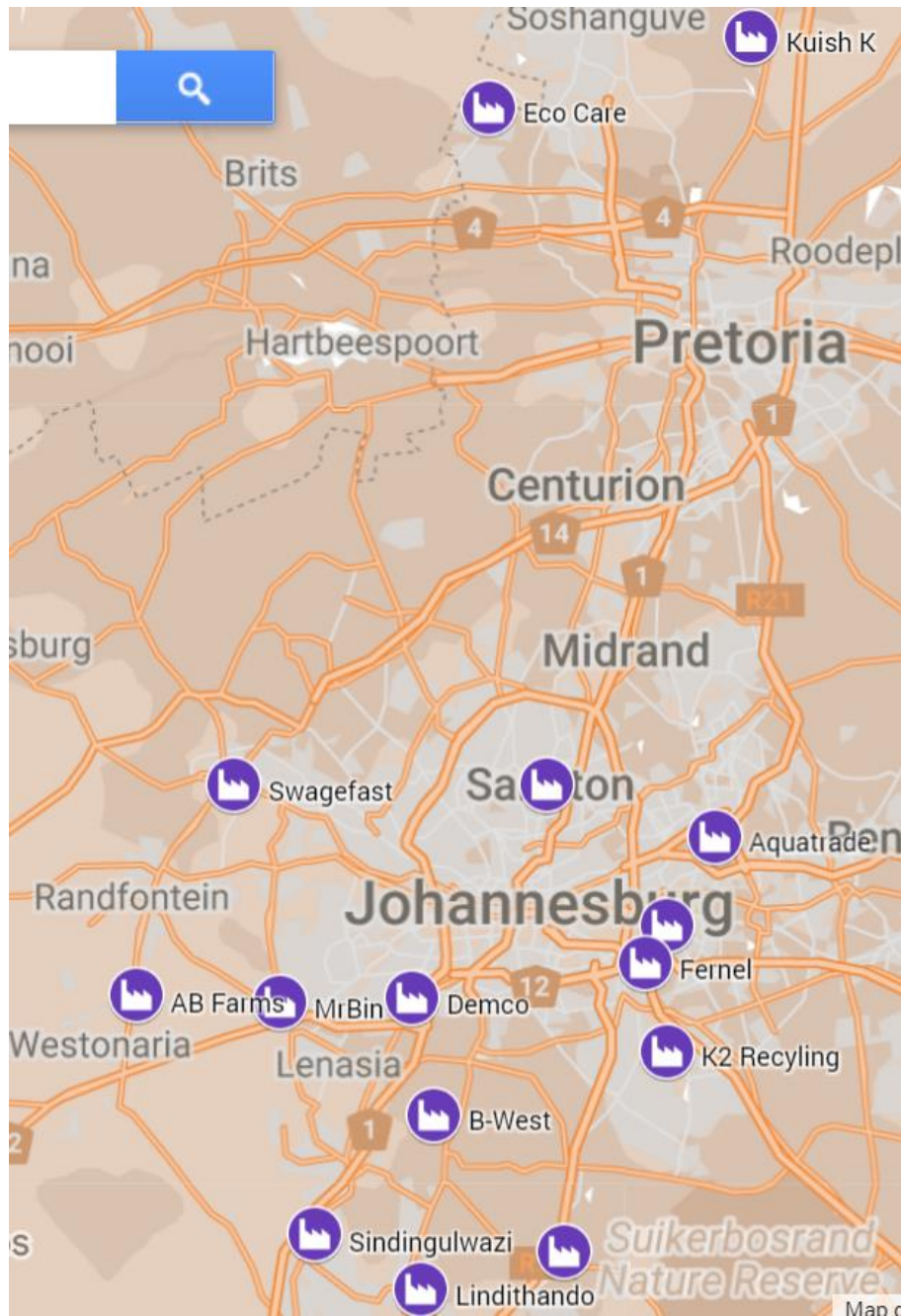


Figure 2: The locations of the Green Incentive Programme beneficiaries shown physically on a Map.