



## Request for Proposal ASDU 01/2024

### *Provision of Energy Services to Nomzamo Agricultural Village*

**RFP No. ASDU 01/2024**

<b>Date of Issue</b>	<b>21 November 2023</b>
RFP closing date	19 January 2024
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## 1. Introduction

The GreenCape Sector Development Agency's ("GreenCape") has issued this Request for Proposals ("RFP") in connection with a project to provide renewable energy to the community of Nomzamo Agricultural Village. ("the Project").

### 1.1. The Alternative Service Delivery Unit

The Alternative Service Delivery Unit (ASDU) has been established to design, facilitate and manage the provision of energy services to unserved and unserviceable communities, on behalf of relevant stakeholders. ASDU applies an adaptive co-design framework to facilitate community led energy provision. The ASDU partnership model is built on three interrelated fundamentals of modern service delivery - social inclusion/mobilisation, customised technical design and financial sustainability. ASDU is being implemented by the GreenCape Sector Development Agency (GreenCape) and is directed by GreenCape's institutional identity, governance, standards and compliance frameworks.

### 1.2. The GreenCape Sector Development Agency

ASDU is being implemented by the GreenCape Sector Development Agency (GreenCape) and is directed by GreenCape's institutional identity, governance, standards and compliance frameworks. GreenCape is a non-profit organisation, established in 2011, that drives the widespread adoption of economically viable green economy solutions from the Western Cape. GreenCape works at the interface between business, government and academia in order to identify and remove barriers to economically viable green economy infrastructure solutions in developing countries, thereby catalysing their replicable and large-scale uptake to enable each country and its citizens to prosper.

### 1.3. Embassy of Denmark to South Africa

The Embassy of Denmark to South Africa is a diplomatic mission representing the Ministry of Foreign Affairs of Denmark and is one out of 100 Denmark missions in world. Located in Pretoria, the embassy is staffed with about 32 employees. The Embassy is a versatile organisation, which has a wide portfolio of responsibilities. Core responsibilities are diplomatic and political relations, consular services, economic and trade relations and strategic sector cooperation. Denmark and South Africa have strong relations that date back to the support Denmark provided to the struggle against apartheid. In the transition period from apartheid up to 2010, Denmark and South Africa had an extensive development cooperation programme. Today, the relations focus on economic development, trade, technical cooperation in energy, water and smart city development and political relations. Apart from South Africa, the mission also covers Angola, Botswana, Lesotho, Mozambique, Namibia, eSwatini, Zambia and Zimbabwe, as well as the Southern African Development Community (SADC) organisation and Common Market for Eastern and Southern Africa (COMESA). Further information can be found on the Embassy website at <https://sydafrika.um.dk/>.

## 2. Scope of Work

The following scope of work is for the provision of energy services for the community of Nomzamo Agricultural Village.

### 2.1. Description of the Site: Nomzamo Agricultural Village

Nomzamo Agricultural Village is located in Ermelo, Mpumalanga, on land belonging to the provincial government. This is a relatively young community, having been established ~2017, with majority of the community members coming from surrounding areas. It has led by a very pro-active and strong leadership team that has the best interests of the community at heart.

Based on the enumeration which was conducted in September 2023, Nomzamo is home to 2097 people, of which 958 are children (there are 681 households in this community). There is no formal electricity in this settlement and limited communal water points (all of which are informally connected). In fact, there is no municipal service delivery offered to this community for electricity, water and sanitation or solid waste management. The unemployment rate in the area is close to 56%, with 89% of households earning or receiving less than R3500 per month. **Please see detailed intervention brief for more information.**

### 2.2. Description of the Project

1. The overall goal of the project is to support the community of Nomzamo Agricultural Village to meet their energy needs while upskilling them and developing local social enterprise.

Over the past year the **project has already completed the following:**

- **Site feasibility assessments.** The selection criteria considered when choosing the project sites include, but are not limited to, the following:
  - The size of community is appropriate for the funding available – this element is critical.
  - There is no existing informal settlement upgrade plan.
  - Active community based structures exist to facilitate initial engagement.
  - There has been no service delivery protest/unrest in the past 6 months.
  - There is some level of access to basic services.
  - Residents do not have tenure.
  - The relevant municipality is cooperative and 'open' to engagement.
  - There is some level of economic activity in the area.
  - There is no gangsterism or warlords or political mafia 'governing' the area.
- **Effective social mobilisation of Nomzamo Agricultural Village**
  - Creating an inclusive platform for local community members to express preferences for infrastructure,
  - Understand the propensity to pay for various infrastructure services
  - Map existing infrastructure assets
  - Building community participation and buy-in to an alternative offgrid energy project
  - Local risk assessment
- **In-depth community enumeration, covering the following:**
  - Water, sanitation and energy: Water supply type; distance from safe water; safeness to drink; willingness to pay for individual water connection; type of toilet; distance of

- toilet from house; electricity type; main fuel for heating, lighting, cooking; time spent at home per resident; how many people stay at home throughout the day
- Employment: What kind of work is done; main type of transport to work; time to travel to work; transport budget
- Local skills, training and education needs
- Income and expenses: Monthly earnings; main expenses (food, electricity, water, rent/maintenance, transport, clothing, education, cell phone airtime, cell phone data, charcoal/firewood, other); how many cell phones and chargers per household
- Grants and subsidies: Housing subsidy approval status; housing waiting list (when, number of years); any grants (old age, disability, child support, care dependency, foster care, grant in aid, social relief)
- Disasters and death: What kind of disasters (fire, flooding, eviction, community violence); if community violence, what kind – gangsters, service delivery protests, other; experienced any crime in this area – harassment, robbery, other
- Access to services: Streetlights; garbage collection and how often; medical treatment
- Community structures: community leaders; churches; schools; police station
- **Needs assessment:**
  - Understanding the needs of these communities and developing customised intervention briefs detailing the preferences and priorities for technical and financial intervention or model.
- **Appointed a social partner to build a strong social fabric in Nomzamo over the next year. This entails:**
  - Regular adhoc meetings with the community and its leadership
  - Implement social interventions such as but not limited to savings groups, community support groups, community exchange opportunities, etc., aimed at addressing wider social challenges identified during the enumeration phase.

These activities need not be tendered for and should not be repeated.

### 2.3. Partners required

GreenCape is looking for two categories of partners in order to ensure an equitably balanced approach to address the problem of electrification. **An entity submitting a tender can fulfil the role of one or both of the categories.** In other words, a tenderer has the option of tendering for one, or both of the roles. Each tender must indicate clearly; which role or roles the tender relates to. Each Tenderer will be expected to be able to reach the below minimum performance standards.

Partner category	Description
Context appropriate technical partner	A partner that will provide the context appropriate technical intervention based on the settlement datatype as per the individual intervention brief.
Business model partner	A partner that will provide the innovative business model based on the settlement data provided, the technical approach selected and the social foundation. Examples can include but are not limited to partnerships between companies and institutions, distributor-dealer channels, proprietary distribution, franchise models, renting or leasing systems and pay-as-you-go models.

## 2.4. Project Outputs / Deliverables

Between February 2024 and September 2024, with the support from the Alternative Service Delivery Unit, this project is expected to do the following:

**Objective 1:** Provide energy services to Nomzamo Agricultural Village as per intervention brief

**Objective 2:** Work with social partner to promote community mobilisation and empowerment as per intervention brief

**Objective 3:** Create local skills and jobs (economic and social development)

Linked to the above objectives, the following are the output deliverables and minimum performance standards:

Deliverable	Minimum performance standards
<p><b>Deliverable 1:</b> Provide sustainable energy service to at least 300 households in Nomzamo Agricultural Village <b>at the community member's election.</b></p> <ul style="list-style-type: none"> <li>– Monthly progress updates on the last day of the calendar month.</li> <li>– Successful implementation updates on a quarterly basis.</li> </ul>	<p>A viable and affordable service has been offered to at least 300 households with at least a 75% uptake of the service</p>
<p><b>Deliverable 2:</b> Establishment of an operations and maintenance business/operation which functions independently from GreenCape / the Project, in terms of which community members will purchase energy from the Tenderer/as set up by the Tenderer's system.</p> <ul style="list-style-type: none"> <li>– Including local skills development and job creation in the area.</li> </ul>	<p>Establishment of an operations and maintenance business that is able to cover operational costs of the energy project.</p> <p>Community is empowered to actively participate in their energy future.</p> <p>Local leadership team is equipped / trained to support and participate in the energy project.</p> <p>Training provided to local community member/s to participate in the energy project.</p>
<p><b>Deliverable 3:</b> Monitoring and evaluation.</p>	<p>Monitoring and evaluation baseline set at the start of the project</p> <p>Three-month update using Monitoring and Evaluation tool provided by GreenCape.</p> <p>Six-month update using Monitoring and Evaluation tool provided by GreenCape.</p> <p>Nine-month update using Monitoring and Evaluation tool provided by GreenCape.</p> <p>Twelve-month update using Monitoring and Evaluation tool provided by GreenCape.</p>
<p><b>Deliverable 4:</b> Community sustainability plan.</p>	<p>A sustainability plan to aid in providing clarity on the longevity of the project post the ASDU and GreenCape's support.</p>

## 2.5 Key milestones and dates

The following milestones are expected from this project:

#	Key Activity	Indicative Time Frame
1	Start of installation of context-suited energy technology as selected by the community	March - April 2024
2	Detailed context-suited financial model for ongoing operations independent from the project within the community	March 2024 – September 2024
3	Maintenance and support	March 2024 – project independence



## 3. Tender process

### 3.1. Overview of Request for Proposal (RFP)

GreenCape will publish an open invitation to submit a proposal (referred to in this RFP as a "tender").

Tenderers must complete and submit the tender documents in **Annex A**. Each tender must include a technical proposal and a financial proposal and must comply with the Tender Conditions in section 9 (Tender Conditions).

Subject to it is right to cancel the tender (see section 9.2 – (GreenCape's discretion)), GreenCape will evaluate each qualifying tender in accordance with the procedure and criteria set out in section 6 (Tender Evaluation) and, will enter into negotiations with the Tenderer that is selected as the preferred Tenderer with a view to agreeing and signing a binding contract between GreenCape and the Tenderer as service provider. It is envisaged that the agreement between GreenCape and the Tenderer will incorporate some or all of the terms set out in **Annex B**.

### 3.2. Tender Programme

The tender programme, as currently envisaged, is as follows:

- Request for proposals published: 21 November 2023
- Site visit: 12 January 2024. Details to be announced
- All proposals received: 19 January 2024
- Proposals reviewed: 09 February 2024
- Winning proposal notified: 16 February 2024

Installation is expected to begin in March/April 2024.

Ongoing maintenance and support is expected until project is able to run independently.

### 3.3. Site Visit

There will be a site visit to Nomzamo Agricultural Village held on 12 January 2024. The site visit is not mandatory, however, attendance of the site visit will be scored in the evaluation. Details of the site visit will be communicated to all parties who attended the Briefing Session on 21 November 2023. If you did not attend the Briefing Session but intend to submit a bid (and attend the site visit), please inform GreenCape by 14 December 2023 so that the relevant details may be shared in time.

### 3.4. Clarification and amendment of RFP and contact with GreenCape

Each prospective tenderer is responsible for checking the page numbers of this RFP to satisfy themselves that none are missing or duplicated. GreenCape does not accept any liability arising from the fact that a prospective Tenderer may not have received the complete RFP.

At any time before the submission of the tenders, GreenCape may, for any reason, whether at its own initiative or in response to a clarification, amend the RFP. Any amendment made will be published on the same forums as the RFP.

Any enquiry or request for clarification regarding this RFP should be emailed to GreenCape at [ASDU@green-cape.co.za](mailto:ASDU@green-cape.co.za) with the subject line: "RFP No ASDU 01/2024 The provision of Energy Services for Nomzamo Agricultural Village" at least three (3) calendar days before the set deadline for the submission of tenders. GreenCape will respond by e-mail.

Any other contact with GreenCape personnel involved in this tender is not permitted during the RFP process other than as required through existing service arrangements or as requested by GreenCape as part of the RFP process.

All Tenderers will be held to the GreenCape Anti-fraud, - corruption, - bribery, - terrorism funding policy and related legislation.

### **3.5. Costs of tendering**

Tenderers are responsible for fully acquainting themselves with the conditions, requirements and specifications of this RFP before submitting tenders.

Each Tenderer assumes all risks for resource commitment and expenses, direct or indirect, of tender preparation and participation throughout the RFP process. GreenCape is not responsible directly or indirectly for any costs incurred by Tenderers what so ever.

## 4. Submission of Tenders

### 4.1. Submission instructions for full proposals

**Tenders must be submitted by no later than 23h59 on 19 January 2024. GreenCape will not consider tenders submitted thereafter.**

Each tender must comply with the Tender Conditions in section 9 (Tender Conditions).

Tenders must be submitted electronically via email to [ASDU@green-cape.co.za](mailto:ASDU@green-cape.co.za) with “RFP No ASDU 01/2024 The provision of Energy Services for Nomzamo Agricultural Village” in the subject line.

The technical and financial proposals must be sent in separate emails which indicate in the subject line whether the attached documents form part of the technical proposal or the financial proposal.

If the Tenderers are unable to submit the tender via email, then an electronic copy (CD or USB memory key) can also be submitted at GreenCape's offices in Cape Town. **Tenders in hardcopy will not be accepted.**

If a courier service company is being used for delivery of the tender, the RFP description must be endorsed on the delivery note/courier packaging to ensure that the tender is delivered to the correct person, by the stipulated due date.

Tenders submitted by companies or other legal entities must be signed by a person or persons duly authorised to sign on behalf of that legal entity.

Tenders submitted by more than one entity jointly (joint venture) should be signed by each member of the joint venture duly authorised thereto, not only one of them.

## 5. Tender Documents

### 5.1. General requirements

Each tender must include all the documents in **Annex A**, and must be separated into two proposals: a technical proposal and a financial proposal.

### 5.2. Technical proposal

The technical proposal must include:

- (a) Company profile(s);
- (b) Certified copies of ownership / shareholder certificates, clearly indicating who the ultimate owners/in whose control the entity is; and
- (c) Certified copy of company registration certificates that reflect Company Name, Registration number, date of registration and active Directors or Members.
- (d) Curricula vitae of key members of Project team
- (e) Partnership category (signed); and
- (f) Preliminary programme (Signed)
- (g) Activity schedule (Signed)
- (h) Operation and maintenance proposal (Signed);
- (i) Declaration (Signed)
- (j) Health and Safety Plan

If the proposal is submitted by a joint venture then items 5(a) to (c) must be submitted in respect of each company that is a member of the joint venture, and the joint venture agreement setting out how the work and remuneration will be allocated among the members of the joint venture, must be included.

### 5.3. Financial proposal

The financial proposal must include:

- (a) work schedule;
- (b) explanation of financial model;
- (c) pricing proposal, including pricing the community will be liable for in purchasing the services subsequent to the plant being installed;
- (d) original or certified copy of the B-BBEE certificate; and
- (e) original or certified copy of SARS Tax Clearance Certificate.

In the case of a joint venture items 4(d) and (e) must be submitted for each member of the joint venture.

Subject to the following paragraph, the pricing schedule must include prices and rates to do all of the work and deliver all of the services specified in the Scope of Works, neither GreenCape nor its funders being liable for any amounts not contained in the pricing schedule.

If this RFP expressly indicates that the tenderer may decide whether or not to quote to perform specific work, and the tenderer decides not to do so, the tenderer must clearly specify its choice in both the technical proposal and the financial proposal.

All costs must be quoted as excluding VAT (if the tenderer is a VAT vendor), VAT at 15%, and the cost inclusive of VAT.

The tenderer is bound by the financial proposal and accepts the risk of any mistakes regarding prices and calculations, to which they will be bound as an offer.

### 5.3.1. Pricing Proposal

The tenderer is required to provide a signed binding pricing proposal confirming the cost of energy service provision.

The pricing proposal must indicate:

- (a) the total installed capacity of the proposed intervention
- (b) the number of households that would be serviced by interventions (minimum of 300)
- (c) the tendered lump sum Price for the works (ZAR) (Price included O&M costs and any structural costs); and
- (d) the performance ratio - Reliability (expected outage days/month).

The Tenderer must include the following information in the financial proposal:

INPUTS TO BE PROVIDED BY TENDERERS	
Service provision measure <sup>1</sup>	
Tender price (Including O&M and Capital Costs)	R per household
Recommended Performance Measure <sup>2</sup>	

The pricing proposal must be cross-referenced to the sections in the Technical Proposal, and must correspond substantially with the available funding detailed below. Any options offered must be clearly labelled. Separate pricing must be provided for each option offered to ensure that pricing comparisons are clear and unambiguous.

Price needs to be quoted in South African Rand, reflected as excluding VAT. If the tenderer is a VAT vendor, stating VAT at 15%, and also reflecting the cost inclusive of VAT. Should price elements be subject to escalation and exchange rate fluctuations, this must be clearly indicated.

Price should include all relevant cost elements, including but not limited to freight, insurance until acceptance, duty where applicable. GreenCape shall not be held liable for any operational or other costs of what so ever nature, not contained in the Proposal.

<sup>1</sup> Indication of how to technically measure service provided (e.g. Solar home system would be measured in kWp)

<sup>2</sup> What is the recommended approach to measure overall service provided (e.g. Solar home system may be measured according to number of outage hours/days)

Only firm prices\* will be accepted during the tender validity period. Non-firm prices\*\* (including prices subject to rates of exchange variations) will not be considered.

*\*Firm price is the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding on the Tenderer and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;*

*\*\*Non-firm price is all prices other than "firm" prices.*

### **5.3.2. Funding available**

A capital budget of R1 800 000 will be allocated to the capital cost of intervention to serve at least 300 households and/or to subsidise monthly costs of the households for the duration of The Project. GreenCape recommends a co-investment should be raised or provided by the Tenderer.

Cost per household energised along with service provision quality will be used as the primary financial assessment tool. This will be calculated by taking the combined CAPEX and OPEX divided by total number of households serviced. Price shall be judged based on the Pricing Proposal of this document.

GreenCape recommends a built-in cost for households serviced (on a service or unit basis) as a mechanism for community environment and financial sustainability.

Once the Operations and Maintenance Period ("O&M Period") has passed, the intervention should be running as a standalone and financially sustainable independent entity, without any further expectation of funding from GreenCape or its funders.

The final funding model / how funding will be dispersed will be designed based on final successful tender selected.

## 6. Tender Evaluation

### 6.1. Evaluation process

The evaluation process involves the following steps:

1. Site visit;
2. Starts with Proposal submission;
3. Screening to determine whether tender is compliant or must be disqualified;
4. Technical evaluation of the technical proposal of each qualifying tender to determine whether or not the proposed Tenderer(s) have the technical competence and experience to perform the work specified in the scope of work and that the approach to provision of energy services is in line with the intervention brief for the community;
5. Financial evaluation of the financial proposal of each Tender that has been assessed to be sufficiently technically competent, in order to assess value for money; and
6. Final comparative adjudication which considers the technical evaluation, financial evaluation, B-BBEE status, and additional differentiating factors of each Tender to select a preferred Tenderer.

During the final comparative adjudication, the technical, financial and B-BBEE scores of each tender will be added together, and the tenderers will be ranked according to their total score.

The tender evaluation committee will then assess whether there are any other material factors relevant to determining which tender will be most advantageous to GreenCape that have not already been taken into account in the scoring.

The tender evaluation committee may then have a discretion to award between zero and five additional points to each tender based on this evaluation. If the committee concludes that there are no additional material considerations that should be taken into account, it will award each tender the same number of additional points.

The evaluation scoring is summarised in the following table.

Phase	Maximum Points
Technical evaluation	35
Site visit attendance	10
Financial evaluation	30
B-BBEE evaluation	20
Comparative adjudication.	5
<b>Total</b>	<b>100</b>

According to GreenCape's Procurement policy, services of this value will be weighted on the basis of 50/30/20 split of functionality/price/B-BBEE. In the case of the above table, the technical evaluation, site visit and comparative adjudication will speak to functionality (50 points); the financial evaluation (30 points) and the B-BBEE evaluation will be 20 points.

The Tender with the highest combined score after the final comparative adjudication may be selected as the preferred Tenderer.

## 6.2. Pre-evaluation screening

All tenders that are received will be screened to ensure that they comply with the requirements of this RFP and non-compliant bids will be disqualified. GreenCape will inform any tender whose tender is disqualified of that fact. Disqualification remains fully at GreenCape's discretion however and no appeals shall be allowed.

## 6.3. Technical evaluation

The technical proposals of all qualifying tenders will be evaluated. If the technical proposal does not achieve a technical evaluation score of 70 or more, the financial proposal will not be evaluated.

### 6.3.1. Technical Evaluation Criteria

The key staff members responsible for ensuring that the scope of works is carried out to the requisite standard (including a Project Manager) must be listed together with a description of their proposed role in the Project, their place of residence and whether they will be located in South Africa for the foreseeable duration of the Project, and their *curricula vitae* ("CVs").

The CV's will show the number of years of experience in the sector and specifically, any expertise in informal settlement upgrading. The relevant project and function experience is to be pointed out and the Tenderer is to certify the correctness of the contents of these CVs.

### 6.3.2. Technical evaluation of partners

The suitability of a tenderer to fulfil this role would be evaluated on the basis of the following criteria.

No.	Criteria	Description and indicators	Maximum Points
1	Company profile	Company / Organisation purpose, vision, trustworthiness and products and services	10
2	Experience of key staff	Evaluation of the experience and expertise of the Key Staff in projects.	20
3	Energisation Approach	Approach to provision of energy services is in line with the intervention brief for Nomzamo Agricultural Village.	30
4	Track record and experience in working with similar communities	List of relevant projects undertaken during the past 10 years including details of project, client and work performed by tenderer. Evaluation of the Tenderer's experience in delivering energy services in South African informal settlements. Tenderers with no previous experience will score zero and at least 3 relevant projects will be required to score the maximum.	30
<b>Total</b>			<b>90</b>

No.	Criteria	Description and indicators	Maximum Points
5	Site visit attendance	The company attended the site visit and met the leaders.	10

<b>Total</b>			<b>100</b>
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#### 6.4. Financial evaluation

The third step is to evaluate the financial proposals of all tenders that equalled or exceeded the minimum score in the technical evaluation. The financial evaluation shall be based on the cost per house hold served. The financial score will be determined by the following equation:

$$P_s = 90 \left( 1 - \frac{(P_t - P_{min})}{P_{min}} \right)$$

Where

- $P_s$  = Points scored for comparative price of tender or offer under consideration
- $P_t$  = Comparative price of tender of offer under consideration
- $P_{min}$  = Comparative price of lowest acceptable tender or offer

#### 6.5. B-BBEE evaluation

B-BBEE score and preference points must be awarded to a tenderer for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Tenderer	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1

A maximum of 10 points may be allocated in accordance with the formula. The points scored by a tenderer in respect of the level of B-BBEE contribution must be added to the points scored for price as calculated in accordance with the formula.

#### 6.6. Final comparative evaluation

A final comparative adjudication which considers the technical evaluation, financial evaluation, B-BBEE status, and additional differentiating factors of each tender to select a preferred Tenderer.

## 7. Awarding of Tenders

The Tenderer that is selected as the preferred Tenderer will be advised in writing via email and GreenCape will enter into negotiations with the preferred Tenderer with a view to agreeing and signing a contract for the performance of the scope of work (or part thereof) on mutually acceptable terms.

If GreenCape cannot reach such agreement with the preferred tenderer within a reasonable time, GreenCape may terminate the negotiations and commence negotiations with the Tenderer with the next highest score who is willing to enter into such negotiations.

**All Tenderers** shall be notified in writing via email as to the outcome of their tender.

## 8. Disclaimer

This RFP document is neither an agreement nor an offer by GreenCape to prospective Tenderers or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their tender pursuant to this RFP.

Answers provided by GreenCape in response to clarification requested in relation to this RFP must not be construed as acceptance of an offer or imply the existence of a contract between the parties, nor shall GreenCape be held liable for anything expressed during the proposal process or negotiations not contained in the final contract.

The issue of this RFP does not imply that GreenCape is bound to select a successful tenderer, and it reserves the right to accept / reject any or all tenders submitted in response to this RFP document at any stage, for any or no reason at all.

By submission of its tender, Tenderers shall be deemed to have satisfied themselves with and to have accepted all Tender Conditions, set out below, as well as the balance of the contents of this RFP.

GreenCape makes no representation, warranty, assurance, guarantee or endorsements to any Tenderer concerning the RFP, whether regarding its accuracy, reliability or completeness or otherwise and each prospective tenderer should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document. GreenCape shall have no liability towards the Tenderer or any other party in connection therewith.

## 9. Tender Conditions

### 9.1. Tender's acceptance of tender conditions

Any party that submits a tender in response to this RFP is deemed to have satisfied themselves with, and to have accepted all the following tender terms and conditions.

### 9.2. GreenCape's discretion

GreenCape may at its discretion:

- (a) extend the closing date for the submission of tenders;
- (b) amend this RFP, either on its own initiative, or in response to a request for clarification;
- (c) verify any information contained in a tender;
- (d) require a Tenderer to provide documentary proof of any statement made in a tender;
- (e) require a Tenderer to provide further information to clarify any aspect of a tender;
- (f) award the contract as a whole or in part to one or more parties;
- (g) cancel or withdraw this RFP as a whole or in part.

### 9.3. Validity of tender

Each tender shall be valid for a minimum period of three (3) months calculated from the closing date.

### 9.4. Disqualification

GreenCape may disqualify a tender on the basis that:

- (h) the tender was submitted after the deadline stipulated in this RFP;
- (i) material information or documents required by this RFP was omitted (e.g. non-submission at SARS tax clearance certificate, Company registration certificates; B-BBEE certificates)
- (j) the tender contained information material to the evaluation of the tender that was incorrect or misleading;
- (k) the tenderer did not comply with any of the Tender Conditions in this RFQ;
- (l) an omission to disclose material information, a factual inaccuracy, and/or a misrepresentation of fact occurred, which may result in the disqualification of a tender, or cancellation of any subsequent contract.
- (m) it has reasonable grounds for believing that the tenderer (which includes any member of a joint venture that submitted a tender) or any person acting on behalf of the tenderer, has engaged in corrupt, fraudulent, collusive or coercive practices, or had a conflict of interests in connection with the submission of the tender.

### 9.5. Sub-Contracting

A tenderer may subcontract the performance of certain parts of the scope of works subject to the following conditions:

A tenderer will require the written consent on GreenCape to subcontract any portion of the scope of works.

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.

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 tenderer concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

A tenderer shall not assume that information and/or documents supplied to GreenCape, at any time prior to this request, are still available to GreenCape, and shall consequently not make any reference to such information or document in its response to this request / its Proposal, unless the information document in question is included as part of the tender in response to this RFP.

Copies of any affiliations, memberships and/or accreditations that support the tenderer's submission must be included in the tender.

### 9.6. Joint ventures

In case of tender from a joint venture, the following must be submitted together with the tender:

- (a) Joint Venture Agreement including split of work signed by both parties;
- (b) The original or certified copy of the B-BBEE certificate of the joint venture;
- (c) The Tax Clearance Certificate of each joint venture member;
- (d) Certified copies of ownership / shareholder certificates; or certified copy of each party's shareholders register, indicating the ultimate owners in control of the entities and
- (e) Certified copy of Company registration certificates that reflect Company Name, Registration number, date of registration and active Directors or Members.

### 9.7. Corrupt, Fraudulent, and Coercive Practices

GreenCape requires its staff, tenderers, manufacturers, suppliers or distributors, to observe the highest standard of ethics during the procurement and execution of all contracts.

GreenCape shall reject any tender put forward by Tenderers in response to this RFP, or where applicable, terminate a contract entered into with a successful Tenderer, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices.

GreenCape defines for purposes of this paragraph the terms set forth below as follows:

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of GreenCape (or any of its employees, management, directors or board) in the procurement process or in contract execution, and includes attempts at any of the aforementioned actions;
- Fraudulent practice is any act or omission, including a misrepresentation, that intentionally or negligently misleads, or attempts to mislead, GreenCape in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or risk;
- Collusive practice is an undisclosed arrangement between two or more tenderers designed to artificially alter or interfere with the results of the tender procedure in order to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract.

#### **9.8. Conflict of Interest**

All tenderers found to have conflicting interests may be disqualified to participate in the procurement process. A tenderer may be considered to have conflicting interest under any of the circumstances set forth below if the tenderer:

- has controlling shareholders in common with another Tenderer;
- receives or has received any direct or indirect subsidy from another Tenderer;
- has the same representative as that of another Tenderer for purposes of this bid;
- has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of GreenCape regarding this bidding process;
- submits more than one bid in this bidding process;
- participated as a consultant in the preparation of the design or technical specifications of this RFP.

This list shall not be interpreted as exhaustive and GreenCape reserves the right to disqualify any Tenderer which may otherwise have a conflict of interest or condone any conflict and award the tender none the less.

The Tenderer (and/or each member of a joint venture tendering) must complete and submit the Declaration on Conflict of Interests attached hereto as Annex C and submit it with their Proposal.

#### **9.9. Personal Information & Privacy**

The Tenderer agrees that GreenCape may process, store, copy or use any Personal Information disclosed to GreenCape pursuant to this tender process to the extent that is necessary for it to select a winning bid and appoint relevant Tenderers in terms of a substantive agreement.

If the Tenderer has access to, stores (including in digital form), or communicates (including any digital communication) Personal Information relating to any person relating to this tender process, it will –

- treat the Personal Information as strictly confidential;
- not disclose the Personal Information to any third party, unless such disclosure is authorised by GreenCape in writing;
- ensure that any person that has lawful access to the Personal Information has signed a legally binding confidentiality undertaking document for non-disclosure;
- take appropriate, technical and organisational measures to ensure the integrity of the Personal Information and to ensure that it is secured and protected against unauthorised or unlawful Processing, accidental loss, destruction or damage, alteration, disclosure or access; and
- agrees to comply with its obligations under the Protection of Personal Information Act.

## ANNEX A: TENDER DOCUMENTS

### RFP Submission Checklist

No.	Document	Attached
1	Tenderer Company Profile	
2	B-BBEE Rating Certificate	
3	SARS Tax Clearance Certificate	
4	Pricing Proposal	
5	Detailed Intervention Approach (technical proposal)	
6	Partnership category (signed)	
7	Preliminary Programme (Signed)	
8	Activity Schedule (Signed)	
9	O&M Proposal (Signed)	
10	Community Sustainability Strategy Proposal (Signed)	
11	Financial Proposal (Signed)	
12	Declaration by Tenderer (Signed)	
13	Health and Safety Plan (Signed)	
14	Declaration on Conflict of Interests (Signed)	



**Partnership category**

GreenCape is looking for two categories of partners in order to ensure an equitably balanced approach to address the problem of energy services. An entity submitting a tender can fulfil the role of one or both of the categories. In other words, a tenderer has the option of tendering for one, or both of the roles. Each tender must indicate clearly; to which role or roles the tender relates.

Please indicate the selected partnership category for which they wish to tender.

Partner category	Description	Partner selection (mark with X)
Context appropriate technical partner	A partner that will provide the context appropriate technical intervention based on the settlement datatype as per the individual intervention brief.	
Business model partner	A partner that will provide the innovative business model based on the settlement data provided, the technical approach selected and the social foundation. Examples can include but are not limited to partnerships between companies and institutions, distributor-dealer channels, proprietary distribution, franchise models, renting or leasing systems and pay-as-you-go models.	

SIGNATURE: ..... DATE: .....  
 (of person authorised to sign on behalf of the Tenderer)

**Preliminary Programme**

The tenderer is to provide a Gantt chart describing their programme referencing the activities in the Activity Schedule and the Key Dates.

**Activity Schedule**

The tenderer is required to complete this activity schedule in full.

Ref	Activity	Description	Start date	End date	Comment
1					
2					
XX	XXXX	XXXX	XXXX	XXXX	XXXX

SIGNATURE: ..... DATE: .....  
 (of person authorised to sign on behalf of the Tenderer)

### Operations and Maintenance Proposal

Tenderer is required to provide an O&M strategy for delivering the required service.

**O&M strategy for delivering the service until project independence**

SIGNATURE: ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

**Community Sustainability Strategy Proposal**

Tenderer is required to provide a Community Sustainability strategy for delivering the required service post financial support from GreenCape.

Community sustainability strategy for delivering the service after project independence

SIGNATURE: ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

## Declaration by Tenderer

### **ASDU 01/2024- The provision of Energy Services for Nomzamo Agricultural Village**

I certify that I am duly authorised to submit this tender on behalf of the Tenderer;

I further certify that to the best of my knowledge and belief:

- the information provided herein correctly describes the lead partner and project team;
- the CVs attached correctly describe the qualifications and experience of the project team;
- none of the members of the project team are part of the team who wrote the terms of reference for this assignment; and
- none of the members of the project team have been convicted of a dishonesty offence or crime;

I also certify that I understand that:

- it is my obligation to notify GreenCape should the Tenderer become ineligible to work with GreenCape for any reason what so ever or should the Tenderer, its director or other senior manager of the Tenderer, or any person proposed as a team member be convicted of an offence related to theft, corruption or fraud or any other dishonesty crime;
- that any misrepresentations in the information submitted by or on behalf of the Tenderer that is calculated or could reasonably be expected, to mislead the ASDU may lead to the automatic rejection of the expression of interest or proposal or cancellation of the contract, if awarded, and may result in further remedial action, in accordance with GreenCape's Anti-Corruption, - Bribery, -Fraud and Terrorism Funding Policy, amongst others

I hereby undertake to render the services described in the attached tendering documents to GreenCape in accordance with the requirements and task directives / tender specifications stipulated in RFP No. ASDU 01/2024- The provision of Energy Services for Nomzamo Agricultural Village at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the GreenCape during the validity period of 3 (three) months and calculated from the closing date of the tender.

I confirm that I am satisfied with regards to the correctness and validity of my tender; that the price(s) and rate(s) quoted cover all the services specified in the tender 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 tender as the principal liable for the due fulfilment of this tender. I declare that I have had no participation in any collusive practices with any tenderer or any other person regarding this or any other tender.

I irrevocably and unconditionally waive, release and hold harmless from liability GreenCape, its management, employees and board from any and all liabilities, claims, actions, damages, costs or expenses of any nature whatsoever, known or unknown, occurring during, caused by, relating to, or arising in any way from activities relating to this tender.

I accept that the GreenCape 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 tender.



NAME (PRINT) .....  
CAPACITY .....  
SIGNATURE .....  
NAME OF FIRM .....  
DATE .....

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

## ANNEX B: STANDARD TERMS FOR INCLUSION IN AGREEMENT WITH TENDERER

### 1. Asset Ownership

Ownership structure is to be determined by the selected energisation approach and detailed in the Service Level Agreement. Note however that the tenderer will not retain ownership of any goods installed.

### 2. Tenderers Procurement Responsibilities

The Tenderer shall be responsible for:

- the procurement, transportation, offloading, care and custody of all equipment, machinery, components, materials and consumables;
- procuring the necessary services required to complete the construction works;
- procurement and maintenance (for the duration of the defect liability period) spare parts sufficient to maintain the interventions adequately;
- ensuring that spare parts inventory is fully stocked at the end of the defect liability period;
- Providing all Plants / interventions with components that are new and free of defects.

### 3. Tenderers Construction Period Responsibilities

The Tenderer shall supply all temporary tools, equipment, vehicles, materials, consumables, machinery, infrastructure (buildings, waste collection and evacuation, energy generation, water supply, internet and phone communication systems, work site and road signs, etc.), qualified labour, security and other professional services required for the construction of the Plants, at its own cost.

The Tenderer shall at all material times comply with health and safety regulations as per their approved safety plan and as set by GreenCape.

### 4. Tenderers Defect Liability Period Responsibilities

The Tenderer shall maintain and operate the installed interventions during the entire defect liability period, as per not only manufacturers warranties but also as granted to consumers in terms of the relevant legislation and the common law. These activities shall include all necessary preventative and corrective maintenance actions.

In addition, the Tenderer shall procure and maintain (for the duration of the defect liability period) spare parts sufficient to maintain the Plants adequately, at its own cost. The Tenderer shall ensure that spare parts inventory is fully stocked at the end of the defect liability period and provide proof thereof if requested.

### 5. Quality Assurance System

The Tenderer shall implement a quality assurance system (hereinafter “QAS”) accredited in accordance with national requirements. GreenCape reserves the right to perform an audit on the Tenderer’s quality assurance system.

The QAS shall detail as a minimum:

- Management philosophy and structure of the business;
- Supply chain management;
- Subcontractor management philosophy (indicating split of in-house and subcontracting);
- Quality of materials and equipment management;
- Staff training and development philosophy;
- Project quality standards;
- Procurement policy;
- Ethics.

Furthermore, the selected Tenderer, manufacturers or suppliers shall have basic quality certification for its operation as per its industry standard / best practise.

## 6. Operations and Maintenance

The Tenderer shall be responsible for the effective day-to-day monitoring, operating and maintaining of the plant after Practical Completion, the details of which should be made clear in the sustainability plan.

The Tenderer must develop an operations and maintenance plan in line with the sustainability plan to manage their obligations in delivery of the guaranteed performance during the Operations and Maintenance Period (“O&M Period”). This plan should include the community / social enterprise participation. E.g. which elements the community or social enterprise will be trained to manage, and what the roles and responsibilities will be. The Tenderer will bear the sole responsibility of the installed energy service intervention.

## 7. Duration of O&M Period

The O&M period shall remain in force for three (3) years (36 months) from practical completion of the project or as per the sustainability plan. At the conclusion of the three (3) year O&M Period, it is expected that the intervention run as a self-sustaining entity as per the sustainability plan.

## 8. Health and safety

All staff working on the sites must adhere to the Occupational Health and Safety Act (85 of 1993) and its regulations, as amended from time to time. The use of ladders and stairways, safety lines and armour shall be in line with the Construction Regulations promulgated in terms of the Occupational Health and Safety Act 85 of 1993.

Health and safety on site is the responsibility of the Tender.

The successful Tender irrevocably and unconditionally waive, release and hold harmless from liability GreenCape, its management, employees and board from any and all liabilities, claims, actions, damages, costs or expenses of any nature whatsoever, including injury and/or death of any of its employees or workers, whether in law or equity, known or unknown, occurring during, caused by, relating to, or arising in any way from activities relating to the Project / the ASDU.

The Tenderer will be required to prove its registration and good standing with the Commissioner for Compensation for Occupational Injuries and Diseases and having the necessary employer’s liability



insurance in respect of its employees/agents in line with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993, as amended; and

The Tenderer shall be required to submit a health and safety plan with its Proposal, which will be subject to GreenCape’s approval and can form part of the Service Level Agreement.

**9. Security**

If needed, the Tenderer shall supply on site security services for the duration of construction period, at its own cost. Security staff shall be provided with a complete list of Tenderer’s Staff. The Tenderer’s Project Manager shall inform security about expected activities, especially by others (e.g. for deliveries of materials or equipment).

**10. Environmental Management**

The Tenderer is responsible for the removal of all waste from the site, at its own cost. This includes vegetation cleared, rubble, packaging, etc.

**11. Monitoring and reporting**

- a) The Tenderer commits to monitor the implementation of the intervention in the community.
- b) The Tenderer maintains a log of all anomalies, faults, failures, safety incidents, maintenance interventions and status of the spares list.
- c) The Tenderer compiles monthly, quarterly and annual performance reports indicating achieved vs expected and guaranteed performance and trends in performance based on the below table.

**Table 1: ASDU Monitoring Indicators**

Dimension	Indicator	Criteria per indicator
Technical	Access to service	Energy: - Energy access - Energy density
	Service delivery	Durability Affordability Safety
	Service quality	Quality Ease of use Operations and maintenance support
	Service consumption	Value-add Reliability Service demand (Acceptance of service)
Economic	Economic growth	Household cost savings Economic activities
	Skills and development	Jobs created Quality of employment Talented workforce
	Financial sustainability	Financial reserves Working capital Installations turnover
Social	Community mobilisation	Asset-based community development

		Community trust Participation in project meetings Social cohesion
	Local operator ability	Local operator ability Regular meetings Late client management
	Community well-being	Education Health Security
Value Addition	Environmental sustainability	Energy: - Grid emissions factor - Indoor air quality
	Active citizenship	Active citizenship
	Diversity and inclusion	Gender impact on workforce Disability Race

## 12. Preventative Maintenance

Regular and professional checks and measurements, along with the replacing of parts subject to wear and the maintenance of the system units of the plant, help to optimize ongoing operation and to uphold system availability. These precautionary measures can ensure that time-consuming system failures are avoided.

## 13. Corrective Maintenance

In the event of unexpected failures, the Tenderer should attend as quickly as possible to locating and diagnosing the causes (24hr reaction time for resolving major defects and 48hr for minor defects) and notify the users and GreenCape as soon as he becomes aware.

## 14. Spare Parts List

The Tenderer shall procure and maintain (for the duration of the O&M Period) spare parts sufficient to maintain the interventions adequately. The Tenderer shall ensure that spare parts inventory is fully stocked at the end of the O&M Period.

## 15. Insurance

The Tenderer shall ensure that it carries sufficient insurance to fulfil all of its obligations in terms of the agreement to be entered into, including insurance relating to its own workers or others at its behest on site, public liability insurance and well as professional indemnity or other insurance as is customary in its industry. Proof of such insurance must be made available to GreenCape upon request.

## 16. Minimum Performance Standards

The prescribed minimum performance standards set out in this RFP shall be contained in the service level agreement.

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## ANNEX C: DECLARATION OF CONFLICT OF INTEREST

Any legal person/s having a relationship with persons employed by The GreenCape Sector Development Agency or any of the funders listed in this RFP may make an offer/s in terms of this invitation to bid. In view of the possible allegations of favouritism or other collusive practises, should the resulting bid, or part thereof, be awarded to persons connected with or related to The GreenCape Sector Development Agency or any of the funders listed in this RFP, it is required that the bidder or his/her authorized representative declare his/her interest as required below.

1. Have you previously provided services/products to The GreenCape Sector Development Agency or any of the funders listed in this RFP?

YES

NO

If yes, please furnish further particulars:

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2. Do you have any relationship (family, friend or otherwise) with employees of The GreenCape Sector Development Agency or any of the funders listed in this RFP?

YES

NO

If yes, please furnish further particulars:

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3. Were you previously employed by the GreenCape Sector Development Agency or any of the funders listed in this RFP?

YES

NO

If yes, please specify further details of previous employment:

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4. Please provide details of any other positions that you currently hold that could be of relevance to assessing conflict of interest for purposes of this project (e.g. directorships, partnerships, trusteeships, shareholdings, etc.):

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I am aware that in the event of not accurately declaring any of the above, The GreenCape Sector Development Agency is entitled to terminate the agreement, and take any further action it deems necessary.

I hereby confirm that all the information provided above is true and correct.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FULL NAME

\_\_\_\_\_  
CAPACITY