



RANDPARK CLUB SOLAR IMPLEMENTATION REQUEST FOR PROPOSAL ("RFP")

FOR

SELECTION OF "BIDDER/S" THAT WILL:

BE SELECTED FOR THE:

- DESIGN, CONSTRUCT, & MAINTENANCE OF SOLAR PV AND THEIR ASSOCIATED CONNECTION INFRASTRUCTURE TO SUPPLY RANDPARK CLUB WITH SOLAR ENERGY.
- PHASE 1
 - SOLAR PANELS, SOLAR BY DAY, GRID BY NIGHT GENERATOR AS BACKUP
- PHASE 2
 - BACK UP BATTERIES, SOLAR BY DAY, SOLAR BATTERY BACK UP, GRID, GENERATOR AS BACK UP

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1 INTRODUCTION

Randpark Club is a premier Golf Club based in Randburg Gauteng. Randpark Club is well known for our social atmosphere and ability to host world class tournaments and multiple events at the same time.

Randpark Club was established in 1940 and the current Clubhouse was built in the 1970's, with over 2000 members Randpark Club has become a home away from home for many individuals, as well as a destination course for traveling golfers both local and abroad.

This Request for Proposal ("RFP") document is divided into three sections:

- Section A: Body, which stipulates the RFP details
- Section B: Submission requirements
- Section C: Standard Buyer Terms of Participation

A. SECTION A – PROJECT REQUIREMENTS

2 REQUEST FOR PROPOSAL

2.1 SCOPE

Randpark Club aims to procure a suitable Solar energy system to provide sufficient electricity to operate the Clubhouse at full capacity with the ability to expand in the future.

- Phase 1 - Solar Panels on existing available roof structure to provide sufficient Solar energy by day, grid by night, generator as back up during loadshedding.
- Phase 2 – Solar energy by day, battery back up by night, grid, generator as back up during loadshedding.

Interested bidders will be required to measure electricity consumption at their own cost. Municipal accounts regarding electricity usage will be shared with all participants.

Randpark Club would like to pursue the most optimal approach to procure this renewable energy.

The requirements for the RFP are as follows:

Requirement	Compliant Bid
System Size	Determined by bidder, but no less than 250kWh/kWp, taking into consideration the various HVAC, and heating equipment needed to operate. 100kva Generator currently onsite Assume fair weather
Implementation Date	3 rd Quarter of 2023 – To be confirmed
Cost Breakdown	Phase 1 – Outright purchase, Financed and Rent to Own Phase 2 - Outright purchase, Financed and Rent to Own
Electricity Saving Projections	Projected savings on Electricity charges over the lifespan of intended equipment. (apply 10% per annum escalation on electricity charges)
Maintenance	Maintenance and Service Support provided
Bidder Financials	Minimum 3 Years Audited financials to be provided by the bidder

2.2 PROCUREMENT PROCESS

The RFP, which will only be open to selected Bidders, will require a comprehensive and firm response to the RFP based on 2.1. This process will conclude with an evaluation of the responses received from the selected Bidders, where potential Sellers will be identified and engaged with on an individual basis to determine the winning Seller, with whom final agreement negotiations will be entered into.

2.3 PROCUREMENT TIMELINE

The following is an overview of the RFP process with **anticipated timelines**:

Date	Required Actions
30 January 2023	Official release of RFP
1 – 6 February	Clarification Questions to be sent to solarproject@randpark.co.za
16 February 2023	Bidders responding to the RFP must submit their proposals (sealed) in hard copy format into the tender box found at reception and sign the register. Randpark Club 1 Setperk Street, Randpark, Randburg
20 – 24 February 2023	Adjudication of proposals
27 February 2023	Short listed bidders to be notified and enter into further negotiations. Unsuccessful bidders to be informed.
31 March 2023	Successful bidder to be appointed and agreements finalized

2.4 PREPARATION OF PROPOSAL

- To participate in this RFP, each Bidder is required to submit a response which complies with the instructions and requirements contained in this RFP on or before the closing date.
- Responses must comply with all requirements in this submission, submitted in English, contain all information requested. Additional information by means of supporting documents may be submitted.
- Bidders are welcome to ask questions or to seek clarifications regarding this RFP by contacting the General Manager by email to the stipulated email address only:
 - solarproject@randpark.co.za

2.5 PROCEDURE TO RESPOND TO RFP

- Bidders to follow the instructions as provided by this RFP and the instruction email for request to participate.
- The Bidder's to submit proposal in hard copy format into the designated tender box at:
 - Randpark Club - Reception
 - Randpark,
 - Randburg
- **The closing date for RFP submissions is 14:00 (SA Time) on the 16 February 2023.**

- Randpark Club may, at its discretion, extend the closing dates for submission of the RFP by issuing a Briefing Note.
- Any proposal received after the specific date and time for the submission of proposals will be rejected by Randpark Club.

B. SECTION B – SUBMISSION REQUIREMENTS

3 REQUIREMENTS FOR THE SHORTLISTING OF SELECTED BIDDERS

3.1 BID DATA SHEET

Project Name	Randpark Club – Solar Project
RFP Launch date	30 January 2023
Bid Submission	Randpark Club – Reception Randpark, Randburg
RFP Validity Period	120 days from bid submission date

3.2 BIDDER SUBMISSION REQUIREMENTS

The following sections detail the different types of information that are required from the Bidder to ensure a complete bid.

Section	Purpose	Mandatory
1- CONTENTS	To provide a guideline to the Club with regards to the preparation of the Proposal and supporting documentation submission requirements.	Yes
2- DECLARATION	Bidders are required to declare any family members employed Randpark Club, or in a position of influence on the Randpark General Committee or Randpark Club Ltd Board of Directors.	Yes
3– DESIGN & CAPACITY	Breakdown of Solar Design and generation capacity based on Phases	Yes
4 – PROJECT BID	Detail of price(s) and project(s) making up bidder's bid. Broken down into relevant line items, specifications and associated costs.	Yes
5 – WARRANTIES	Detail of warranties in place	Yes
6 – ELECTRICITY SAVING	Include projected saving over projected life span of equipment using an annual escalation of 10% on electricity tariffs.	Yes
7 – EXPERIENCE	List of Bidder's relevant project experience. Minimum 5 projects of similar / larger size.	Yes
8- FINANCIAL INFORMATION	3 Years Audited Financial Statements of Bidder	Yes

9 – ESKOM / COJ REGISTRATION	Include registration of System with relevant authority & COC's supplied	Yes
10 – LEAD TIME	Projected timeline from date of installation to full operation Phase 1	Yes
11 - Q&A	Key considerations for the Solar Solution	Optional

C. SECTION C – RANDPARK CLUB TERMS OF PARTICIPATION

A GENERAL RULES FOR RESPONSES

A.1 Introduction

The Terms of Participation should be read in conjunction with the RFP Documents.
All documents will be available via e-mail. All questions and queries are to be directed via e-mail. No direct communication via telephone will be entertained. All RFP response documents are to be submitted electronically.

A.2 Conduct

The Bidder is bound by the terms and conditions contained in this RFP including the Terms of Participation. Bidders who submit Responses do so on the express understanding that they acknowledge and accept the terms and conditions set out in this RFP including the Terms of Participation.

The Bidder must abide by the Terms of Participation and any instructions given in the RFP Documents and agrees to ensure that any of its directors, office holders, staff, contractors, sub- contractors and advisers involved or connected with this RFP abide by the same.

Neither the Bidder nor Bidder Consortium Member nor any of their respective shareholders, directors, advisors, employees, representatives, agents, nominees, contractors or service providers may directly or indirectly canvass any director, officer, employee, agent or adviser of the Buyer or its advisors regarding this RFP or any anticipated procurement process of which this RFP forms a part of, or otherwise attempt to obtain any information from the same regarding this RFP (except where permitted by this RFP).

No Bidder, Bidder Consortium Member nor their respective shareholders, directors, advisors or employees, representatives agents, nominees, contractors or service providers may directly or indirectly offer or give to any person in the employment of the Buyer or any advisors of the Buyer any gift or consideration of any kind as an inducement or reward for any favorable consideration of the relevant Bidder in relation to its Response, this RFP or the broader procurement process of which this RFP may form a part.

Bidders may only contact the Buyer in accordance with this RFP.

A.3 Collusive Behavior

A Bidder must not (and shall ensure that its directors, employees, sub-contractors and advisers do not):

- fix or adjust any element of the Response by agreement or arrangement with any other person, except where such prohibited acts are undertaken with persons who are participants in the Bidder's Response;
- communicate with any person other than the Buyer the value, price or rates set out in the Response, except where such communication is undertaken with persons who are participants in the Bidder's Response; and/or
- enter into any agreement or arrangement with any other person, so that person refrains from submitting a Response.

Breach by a Bidder of this Section will give the Buyer the right to disqualify the Bidder from the RFP process.

A.4 Nature of Bidders and Bidder Composition

Bidders are allowed to form consortia or joint venture arrangements in order to achieve the necessary combination of qualifications and experience to pre-qualify. Consortia and joint venture arrangements do

not need to be incorporated legal entities for the purpose of submitting a Response to the RFP. Entities that are members of a bidding consortium and or entities that would be shareholders in the Seller may not bid as part of another consortium or Bidder or participate or be involved, whether directly or indirectly with another Bidder. Third parties such as advisors, contractors and or lenders are not subject to this restriction and may support more than one Bidder.

A.5 Changes to Bidding Entities

The Bidder must notify the Buyer in writing of any proposed change in the Ownership of the Bidder and/or any Bidder Consortium Member including any change in the shareholding, structure or composition of the Bidder and/or Bidder Consortium Member, as applicable, prior to undergoing such change. Such notification must contain sufficient information as to the nature of the proposed change. The Buyer reserves the right to require such Bidder and/or the relevant Bidder Consortium Member to re-qualify in terms of this RFP and/or to submit a new Response at any stage of the Buyer's procurement process. The Buyer shall be entitled, in its sole discretion, to disqualify or exclude such Bidder from further participation in this RFP and/or any subsequent stages of the Buyer's broader procurement process should it fail to notify the Buyer of such proposed change or in the event that it fails to re-qualify as a result of such change. Notwithstanding the foregoing the Buyer reserve the right to refuse to accept any proposed change in the Ownership, shareholding, structure or composition of a Bidder or its Bidder Consortium Member.

A.6 Right to Cancel or Vary the Procurement

The terms and conditions contained herein have been stipulated for the sole and express benefit of the Buyer and, except where expressly stated to the contrary, may be waived or amended by the Buyer at any time, in its sole discretion.

Without detracting from the generality of the foregoing the Buyer reserve the right:

- (a) to change the basis of its procedures for the RFP without notice at any time;
- (b) to amend, clarify, add to or withdraw all or any part of the RFP documents at any time;
- (c) to vary any timetable or deadlines set out in the RFP documents;
- (d) to cancel all or part of the RFP process at any stage and at any time.

A.7 Nature and Status of The RFP Documents

Although the Buyer have taken reasonable care in preparing this RFP, this RFP does not purport to be comprehensive. The Buyer reserve the right to amend, modify or withdraw this RFP at any time and from time to time, without liability to compensate or reimburse any Bidder or any other person including any Bidder Consortium Member.

This RFP may not contain all the information that may be required by a Bidder in considering whether to submit a Response.

No information contained in the RFP Documents or in any communication made between the Buyer and the Bidder in connection with the RFP shall be relied upon as constituting a contract, agreement or representation that any contract shall be entered into in accordance with the Response or at all. Accordingly, Bidders and Bidder Consortium Member have no right to undertake or participate in the Project and/or to conclude the PPA and/or the Lease Agreement with the Buyer as a result of the preparation and submission of a Response and/or their participation in this RFP and/or the broader procurement process.

The Buyer shall not be committed to any course of action as a result of issuing any RFP documents.

The Buyer is not obliged to accept any response or to select or pre-qualify any Bidders as Pre-qualified Bidders.

Responding to this RFP does not obligate a Bidder to participate in further stages or phases of this RFP and/or the Buyer's broader procurement process.

A.8 Use of Transaction Advisors

A professional firm may advise a Bidder, its members or any other participant involved in any Response or be a member of any Bidder or Member. The Bidder, its Members (as the case may be) and the relevant firms will be required to put comprehensive and proper ring fencing mechanisms and rules in place in order to manage the process and any conflicts of interest that may arise, and provided further that any individual professional who is advising the Buyer in respect of this Project may not also advise or be a member of a Bidder, member or any other participant involved in any Response, as the case may be, unless the Bidder has obtained consent from Randpark Club.

A.9 Inconsistencies

If a Bidder identifies any errors or inconsistencies between the various portions of this RFP, the Bidder shall notify the Buyer in writing timeously, prior to the RFP closing date. The Buyer may, in its discretion, provide clarification to all Bidders by way of a briefing note.

A.10 Incorrect or Misleading Information

The Buyer shall be entitled to rely on each response submitted as being truthful, accurate and comprehensive in relation to the information and proposals provided therein by the Bidder. Each Bidder must ensure that its response is complete and addresses all of the requirements set out in this RFP. The Buyer reserve the right to reject any response that is incomplete or does not comply with this RFP, and/or any subsequent amendments and/or supplementary information which may be issued by the Buyer to Bidders in relation to this RFP or otherwise during the overall procurement process.

The Buyer reserve the right to carry out site inspections on any premises of a Bidder or Bidder Consortium Member, to request clarification meetings in order to verify any aspect of any Response including any information or documentation provided by a Bidder in its response, and to call for and to be promptly provided with supporting documentation in order to confirm any information or documentation provided by a Bidder in its response. The Buyer also reserve the right to conduct complete security and background clearance checks of all Bidders and their Bidder Consortium Members and their respective shareholders and directors. All additional information obtained and collated by the Buyer may be considered in the evaluation of a Bidder's response.

The Buyer may disqualify any Bidder who knowingly or unwittingly provides any incorrect or misleading information in response to this RFP or in response to any query or clarification question addressed to the Bidder by the Buyer, from further participation in the procurement program.

A.11 Disqualification

Any material failure on the part of a Bidder to comply with any of the terms of this RFP, read together with all associated notes, may result in the Bidder, and other persons associated in any relevant way with the Bidder, being disqualified.

A.12 Costs

The Buyer, its officers, employees, agents and advisors and their respective directors, officers, employees, agents, representatives or advisors shall not be liable for any costs or expenses incurred by any Bidder and/or any Bidder Consortium Member in relation to or associated with the preparation and submission of any Response, or any other costs and expenses may be incurred by any Bidder, Bidder Consortium Member or any other person in connection with or arising out of its participation in this RFP and/or the broader procurement process.

Without detracting from the generality of the foregoing the Buyer will not reimburse any costs incurred by a Bidder (including the costs or expenses of any sub-contractors or advisors) in connection with the preparation and/or submission of the Bidder's Response, including where:

- (a) the procurement is cancelled, shortened or delayed for any reason;
- (b) all or any part of the RFP Documents is at any time amended, clarified, added to or withdrawn for any reason;
- (c) a contract for some or all of the goods and/or services for which Responses are invited is not concluded; or
- (d) the Bidder and/or its Response is disqualified for any reason.

A.13 Confidentiality

This RFP may not be reproduced, furnished to any other Person, referred to, or used for any purpose other than as intended by the Buyer in respect of the procurement process of which this RFP forms a part.

The Buyer shall treat information and documentation that is provided by a Bidder as confidential and will take reasonable measures to ensure that such information is not disclosed to third parties.

A.14 Intellectual Property Rights

The copyright in all documents, templates, data, designs, electronic aids, programs, and the like, forming part of this RFP or developed by the Buyer during any stage of the procurement process of which this RFP

forms a part shall vest solely and entirely in the Buyer and its advisors. This RFP may not be reproduced, copied or stored in any medium without the prior written consent of the Buyer and may not be used for any purpose other than for the purpose of preparing a Response.

All RFP documents issued in connection with this procurement shall remain the property of the Buyer and shall be used by the Bidder only for the purposes of this procurement.

The Bidder grants the Buyer an irrevocable, perpetual, non-exclusive license to copy, amend and reproduce any intellectual property contained within the response for the purposes of carrying out this procurement.

A.15 Law and Jurisdiction

Any dispute (including non-contractual disputes or claims) relating to this procurement or the RFP Documents shall be governed and construed in accordance with the laws of the Republic of South Africa. The courts of the Republic of South Africa shall have the exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this procurement or the RFP Documents (including non-contractual disputes or claims).

The Buyer may issue additional information regarding the RFP on an ad hoc basis, which information shall be provided in the form of briefing notes which are sent to all Bidders ('Briefing Notes')

Briefing Notes will be sequentially numbered and will indicate whether they supplement, vary or amend any portion of the RFP.

Bidders shall be obliged to accept any amendments specified in Briefing Notes. All Briefing Notes shall be deemed to be part of the RFP. A Bidder must ensure that its RFP Response is prepared taking into account all Briefing Notes issued by the Buyer.

A.16 Questions and Clarifications

- (a) All Questions and clarifications shall be sent through via e-mail. No queries will be entertained telephonically.
- (b) Bidders may raise questions or seek clarification regarding any aspect of this RFP at any time prior to the RFP closing date. Bidders are encouraged to ensure the early submission of their requests for clarification, as the Buyer cannot guarantee that it will be able to provide adequate responses to any requests for clarification prior to the closing date.
- (c) The Buyer will endeavor to respond to all reasonable written queries and requests for clarification raised by the Bidders by way of written Briefing Notes distributed to all Bidders simultaneously. In general, all such written queries and responses will be circulated to all Bidders. The Buyer reserves the right not to answer or respond to any particular question, query or request.
- (d) No response given to a question or request for clarification will have any status or impact on the RFP, save to the extent that such response is subsequently reflected in Briefing Notes to the RFP.
- (e) All queries or clarification requests must be communicated via e-mail. Bidders must not engage with Randpark Club's team through any other means, unless explicitly invited to do so by the Buyer.

A.17 Response Validity

All Responses must remain valid for 120 calendar days from the closing date ("Response Validity Period").

A.18 Disclaimer

- (a) The RFP Documents and any attachments or references have been prepared in good faith. While all reasonable care has been taken in preparing this RFP, the information contained in it does not purport to be comprehensive statements of all matters relevant to the procurement nor to have been independently verified by the Buyer. Accordingly, neither the Buyer, nor any of their affiliates, any of their respective directors, officers, employees, agents or advisors will accept any liability or responsibility for the adequacy, accuracy or completeness of any of the RFP documents, the information or opinions stated herein. This exclusion extends to liability in relation to any statement, opinion, or conclusion contained in, or any omission from, this RFP, any RFP document, other response document or any other form of written or oral communication issued for the purposes of the Response process.
- (b) Save where expressly stipulated otherwise, no representation or warranty (whether express or implied) is or will be given by the Buyer, Randpark Club or any of their affiliates or their respective directors, officers, employees, agents or advisors with respect to the information or opinions contained herein, or in any other, RFP document, response document or in relation to any other

form of written or oral communication issued for the purposes of the response process. Nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

- (c) Save as expressly stated to the contrary, the terms and conditions set out herein are stipulated for the express benefit of the Buyer, and their affiliates and may be waived at the Buyer sole discretion at any time.
- (d) This document is not intended to form any part or basis of any investment decision by the Bidder. Each person to whom this document is made available must make its own independent assessment of the project, taking such professional advice as it deems necessary.
- (e) Neither the issue of this RFP, the RFP documents nor any of the information presented in it, should be regarded as a commitment or representation of the Buyer, Randpark Club or any of their affiliates to enter into a contractual arrangement with any Bidder.
- (f) The Bidder shall form its own conclusions and make its own independent assessment of the requirements in this RFP and the RFP documents and should seek its own financial and legal advice about the methods and resources needed to meet the Buyer requirements. The Buyer do not accept responsibility for the Bidder's assessment of the requirements of this RFP.
- (g) Neither the Buyer nor its advisors, nor any of their respective directors, officers, employees, agents, representatives or advisors:
 - i. undertake to update or otherwise revise this RFP or other documents, templates and/or information supplied herewith or otherwise made available to the Bidders including via e-mail.
 - ii. accept any obligation to provide Bidders with access to any additional information or to correct any inaccuracies or errors which may become apparent in this RFP or in any other documentation, templates or information which may be made available to Bidders.
- (h) However, should further information and/or documentation relevant to the RFP and/or at the sole discretion, make such information and/or documentation available.
- (i) The Buyer provides all information, templates and documentation to the Bidders in good faith and for guidance and assistance to Bidders in the preparation of their Responses. The Buyer, its officers, employees, agents and advisors and their respective directors, officers, employees, agents, representatives or advisors do not warrant the accuracy, completeness or correctness of any information, templates or documents that are contained in and/or provided pursuant to this RFP and shall not accept responsibility or liability whatsoever to any Bidder or any other Person including any Bidder Consortium Member or their respective advisors, suppliers, contractors and/or service providers, for:
 - i. the fairness, accuracy or completeness of any information, opinions, templates and/or documents contained in and/or provided pursuant to this RFP;
 - ii. any errors, omissions or mis-statements, whether negligent or otherwise, in this RFP and/or any information, opinions, templates and/or documents contained in and/or provided pursuant to this RFP;
 - iii. any written or oral communication transmitted or made available at any time to any Bidder or any other Person including any Bidder Consortium Member or their respective advisors, suppliers, contractors and/or service providers; and/or
 - iv. or any loss or damage suffered by any Bidder or any other Person, including any Bidder Consortium Member or their respective advisors, suppliers, contractors and/or service providers, relying on any of the aforementioned information, opinions, templates and/or documents which may be contained in and/or provided pursuant to this RFP.
- (j) No Bidder shall have any claim against the Buyer, or their affiliates or their respective officers, employees, servants, agents or advisors arising out of any matter relating hereto.
- (k) The Bidder is responsible at its own expense, for obtaining all information required to prepare its response.