	The Tender	Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS
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 THABA CHWEU LOCAL MUNICIPALITY	ASSET CARE SUPPORT TO THABA CHWEU LOCAL MUNICIPALITY	
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**PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS**

**Tender Number: RFP367/2022**

**REQUEST FOR PROPOSAL DOCUMENT**

[Based on the CIDB Professional Services Contract, Edition 3, (July 2009)]

**15 December 2022**

**Issued by:**

**Development Bank of Southern Africa Limited**

1258 Lever Road, Headway Hill

Midrand, Johannesburg

Gauteng Province


**Contact Persons:**

**All Inquiries to be directed to:**

Name: **Tebogo Saudi**

Email(s): [scmqueries@dbsa.org](mailto:scmqueries@dbsa.org) and [Tebogos2@dbsa.org](mailto:Tebogos2@dbsa.org)

**Name of Tenderer: .....**

	The Tender	Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS
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## GENERAL TENDER INFORMATION

TENDER ISSUED	: 15 December 2022
DATE & TIME CLARIFICATION MEETING	: 23 January 2023 at 10h00
	<a href="https://teams.microsoft.com/join/19%3ameeting_ZWI1ZDcyZjMtMzc1NC00MDVILTk5YTYtNDY4ZWU1NDZjMDI%40thread.v2/0?context=%7b%22Tid%22%3a%22aff425d2-f098-45ac-ba9e-f62aba0bc7b2%22%2c%22Oid%22%3a%227ac01605-2abd-48b7-9082-ebc2a97dffbc%22%7d">https://teams.microsoft.com/join/19%3ameeting_ZWI1ZDcyZjMtMzc1NC00MDVILTk5YTYtNDY4ZWU1NDZjMDI%40thread.v2/0?context=%7b%22Tid%22%3a%22aff425d2-f098-45ac-ba9e-f62aba0bc7b2%22%2c%22Oid%22%3a%227ac01605-2abd-48b7-9082-ebc2a97dffbc%22%7d</a>
VENUE FOR CLARIFICATION MEETING	: Microsoft Teams (Virtual Platform)
CLOSING DATE	: 03 February 2023
CLOSING TIME	: 23h55 PM Telkom Time
CLOSING VENUE	: Designated Electronic Box provided by DBSA SCM
TENDER SUBMISSION	<p>: The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in an electronic folder with the name and address of the tenderer, the Tender No. and Title and the Electronic Box details provided by DBSA SCM. The electronic folder containing the proposals (Tender submissions) must be deposited into the designated electronic box before the tender closing time. The onus remains with the tenderer to ensure that the tender submission is placed in the correct electronic tender box provided. Please ensure that an email confirmation is sent to DBSA SCM e-mail address: <a href="mailto:Tebogos2@dbsa.org">Tebogos2@dbsa.org</a> confirming that the submission has been made electronically.</p>



The Tender

**Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS**

## **TENDER SUMMARY PAGE**

**NAME OF TENDERER:** \_\_\_\_\_

### **DETAILS OF CONTACT PERSON**

**NAME:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**ADDRESS OF TENDERER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VAT REGISTRATION NO.:** \_\_\_\_\_

**PREFERENCE POINTS CLAIMED:** \_\_\_\_\_


**CONTRACT PERIOD OFFERED\*** \_\_\_\_\_

**(Maximum 10 months)**


**DATE OF TENDER:** \_\_\_\_\_

**TENDERER 'S SIGNATURE:** \_\_\_\_\_

(Person authorised to sign the TENDER)

	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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<b>Contents</b>	
<b>Number</b>	<b>Heading</b>
<b>The Tender</b>	
<b>Part T1: Tendering procedures</b>	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
<b>Part T2: Returnable documents</b>	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
<b>The Contract</b>	
<b>Part C1: Agreements and Contract Data</b>	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Occupational Health and Safety Agreement
<b>Part C2: Pricing data</b>	
C2.1	Pricing Assumptions
C2.2	Pricing Data
<b>Part C3: Scope of Work</b>	
C3.1	Scope of Work
<b>Part C4: Site information</b>	
C4.1	Site Information


	The Tender	Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS
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**Part T1: Tendering procedures**

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	<b>Pages</b>
T1.1 Tender Notice and Invitation to Tender .....	4
T1.2 Tender Data .....	6

	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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## T1.1 Tender Notice and Invitation to Tender

The Development Bank of Southern Africa Limited invites tenders from experienced firms to execute work as a Professional Services Provider (PSP) regarding the Asset Care Programme Phase 1: Maturity Assessments and Development of Execution Plans for **Makana Local Municipality**.

The Tender Document can be uploaded from the DBSA Tender Website as from **15 December 2022**. The DBSA will post any addendums and responses to any queries related to this tender via the DBSA Tender Website. Only written correspondence will be accepted for enquiries.

Queries may be addressed to Mr. Tebogo Saudi and on email(s):tebogo[scm@dbsa.org](mailto:scm@dbsa.org) and [Tebogos2@dbsa.org](mailto:Tebogos2@dbsa.org)

The cut-off date for tender enquiries is three (3) working days before tender closing date.

**A compulsory tender briefing session** will take place at the Employers premises (on a virtual platform) as detailed below:

- **Location:** Microsoft Teams
- **Date:** 23 January 2023
- **Starting Time:** 10h00

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZW11ZDcyZjMtMzc1NC00MDVILTk5YTytNDY4ZWU1NDZjMDI%40thread.v2/0?context=%7b%22Tid%22%3a%22aff425d2-f098-45ac-ba9e-f62aba0bc7b2%22%2c%22Oid%22%3a%227ac01605-2abd-48b7-9082-ebc2a97dffbc%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZW11ZDcyZjMtMzc1NC00MDVILTk5YTytNDY4ZWU1NDZjMDI%40thread.v2/0?context=%7b%22Tid%22%3a%22aff425d2-f098-45ac-ba9e-f62aba0bc7b2%22%2c%22Oid%22%3a%227ac01605-2abd-48b7-9082-ebc2a97dffbc%22%7d)

The closing time for receipt of tenders is **11H00 (Telkom time) on 03 February 2023** at the electronic **Tender Box provided by DBSA SCM Unit**.


Tenders may only be submitted on the tender documentation that has been issued. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted. Tenderers should ensure that Tender submissions are submitted electronically and timeously and to the correct electronic Tender Box (reflected on page (i) of this document). If the bid is late, or not submitted in the tender box it will not be considered for evaluation.

Requirements for sealing, addressing, submitting, opening and assessment of submissions are stated in the Tender Data. Please continue to visit our website for any changes, alterations and updates for this tender.

**Tenderers need to submit the following in terms of the electronic tender submission:**


- Complete Tender document
- All Returnables and additional documents
- Bill of Quantities/ Rates/ Price Schedule

~~Tenderers need to ensure compliance to both the Flash Drive and mandatory Hard Copy submission.~~

	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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**NOTES:**

- i. The DBSA reserves the right to award the scope in full or part thereof, subject to budget Availability.
- ii. The subsequent Appointment and Contracting of the successful Tenderer, will be the full & final offer with no option whatsoever to increase the contract amount after award.
- iii. In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.
- iv. Bidders are not guaranteed to be invited again, subject to the DBSA Rotation Principles.
- v. It is the intention of the DBSA to award the full scope of work to one (01) Professional Service Provider (PSP) for the Asset Care Programme Phase 1 consisting of Maturity Assessments and Development of Execution Plans for the municipality. However, the DBSA reserves the right to award the full scope of work to more than one (01) PSP in cases where the value-for-money principle remains adversely compromised, post negotiations with the first ranked bidder.
- vi. The decision to award will be based on best commercial offer and value-for-money principle for the DBSA.
- vii. Where the next highest ranked bidder is being considered for an offer of award (based on the value-for-money principle), the DBSA reserves the right to negotiate with the next highest ranked bidder in hierarchical order, to ensure the value for money principle is not compromised.
- viii. In cases where negotiations are unsuccessful, the DBSA may revert to a higher ranked bidder.

	The Tender	Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS
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## T1.2 Tender Data`

The conditions of tender are the Standard Conditions of Tender as contained in **Annex F** of Board Notice 136 Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)), to which tenderers are referred to for their information purposes in relation to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

**The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:**

Clause number	Tender Data
F.1.1	The Employer is the <b>Development Bank of Southern Africa Limited</b> .
F 1.1.4	<p>The Employer aims to award full scope of works as follows:</p> <p>a) Only one Professional Services Provider (PSP) will be appointed to undertake the project <i>per municipality</i>, subject to item (b) below.</p> <p>b) However, where it makes significant commercial sense to appoint a PSP to support more than one municipality (in the instance where a PSP ranks first in more than one municipality, and whose tender submissions for any two municipalities where the PSP has ranked first, shows savings of 15% or more over other tender offers for the two municipalities), a PSP will be appointed to a <b>maximum</b> of two municipalities and no more.</p>
F.1.2	<p>The Tender Documents issued by the Employer consists of the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Occupational Health and Safety Agreement</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing Assumptions</p> <p>C2.2 - Pricing Data</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4 : Site information</b></p> <p>C4.1 Site information</p> <p><b>CIDB Professional Services Contract, Edition 3, (July 2009)</b></p>
F.1.4	The Employer's Agent, for the purposes of any communication between the employer and tenderer, is: <b>Development Bank of Southern Africa</b>





## The Tender

**Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS**

Clause number	Tender Data																				
	<p>Name: <b>Mr. Tebogo Saudi</b> Address: 1258 Lever Road, Headway Hill, Midrand, Gauteng Tel: (011) 313 3409 Fax: (011) 206 3409 E-mail: scmqueries@dbsa.org and TebogoS2@dbsa.org</p> <p>Attention is drawn to the fact that verbal information given by the employer's agent prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the employer in writing to tenderers will be regarded as amending the tender documents.</p>																				
F 1.5	The employer reserves the right to reject award to the highest scoring tenderer (as calculated according to Clause F.3.11.3 should the offer pose a commercial {and/or} delivery risk to the successful completion of the project and to the Employer.																				
F.1.6.2	A competitive negotiation procedure will <b>not</b> be followed.																				
F.1.6.3	A two-stage system will <b>not</b> be followed.																				
F.2.1	<p><b>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders, and to have their tender submissions evaluated:</b></p> <p>(1). The tenderer has in its employ registered professionals and experts as listed below. that are in compliance with the requirements stated below, or has obtained a firm undertaking from professional service providers who have in their employ such professionally registered persons as listed below, that are in compliance with the requirements stated below, and that are capable of providing such services listed in the table below:</p> <table><tr><th>ITEM #</th><th>FUNCTIONALITY</th><th>MAX POINTS TO SCORE</th><th>SCORING GUIDELINE</th><th>SOURCE DOCUMENT THAT MUST BE SUBMITTED TO SCORE POINTS</th></tr><tr><td colspan="5">A - PROPOSED APPROACH AND METHODOLOGY – 30</td></tr><tr><td colspan="5">Details of the proposed approach and methodology that the Tenderer intends to follow for the delivery of the said project.</td></tr><tr><td>1</td><td>All the aspects are addressed innovatively and efficiently, indicating that the Tenderer has an outstanding knowledge of the scope of work. The approach paper addresses all the objectives, value- adds and risks under individual sub-headings. The approach paper details ways to create value in addition to the specified aspects this includes an assessment of various types of interventions and prioritization etc.</td><td></td><td>Excellent = 30 points</td><td></td></tr></table>	ITEM #	FUNCTIONALITY	MAX POINTS TO SCORE	SCORING GUIDELINE	SOURCE DOCUMENT THAT MUST BE SUBMITTED TO SCORE POINTS	A - PROPOSED APPROACH AND METHODOLOGY – 30					Details of the proposed approach and methodology that the Tenderer intends to follow for the delivery of the said project.					1	All the aspects are addressed innovatively and efficiently, indicating that the Tenderer has an outstanding knowledge of the scope of work. The approach paper addresses all the objectives, value- adds and risks under individual sub-headings. The approach paper details ways to create value in addition to the specified aspects this includes an assessment of various types of interventions and prioritization etc.		Excellent = 30 points	
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The Tender

**Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS**

Clause number	Tender Data			
	2	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The tenderer addresses fully all of the specified aspects of the paper.	30	Good = 21 points
	3	The approach is generic and not tailored to address the specific project objectives and methodology. The tenderer only addresses fully two of the specified aspects of the paper		Satisfactory = 15 points
	4	The technical approach and/or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer only addresses fully one of the specified aspects of the paper		Poor = 10 points
	5	No response. Failed to address the objectives as per the tender document.		Non-Responsive = 0 point
	<b>B. EXPERIENCE OF THE TENDERER (LEAD TENDERER AND ENTITIES IN JV, CONSORTIUM, ASSOCIATION, etc). PROOF OF COMPLETED PROJECTS TO BE ATTACHED: REFERENCE LETTERS – 20</b>			
		<p>The tenderer has at least completed 4 projects in any of the following spaces:</p> <ol style="list-style-type: none"> <li>1) Undertaking Asset Management Maturity Assessments</li> <li>2) The development of Asset Management Policies</li> <li>3) The development of Strategic Asset Management Plans</li> <li>4) The development of Asset Management Plans</li> <li>5) Identified and developed improvement projects to close the gap between the 'as-is' and 'to be' maturity</li> <li>6) Undertaken high-level and detailed infrastructure asset condition assessments</li> <li>7) Developed Technical Asset Registers</li> <li>8) Undertaken Maintenance and Asset Management needs assessment and business cases for ICT and GIS</li> <li>9) Developed execution plans for the Assets (AMPs) and for the Asset Management Organisation</li> </ol>	20	<p><b>Excellent:</b> 4 projects and above = 20 points</p> <p><b>Good:</b> 3 projects = 14 points</p> <p><b>Acceptable:</b> 2 projects = 10 points</p> <p><b>Poor:</b> 1 Projects = 7 points</p> <p><b>Non-responsive:</b> 0 Project = 0 point</p>
	<b>C. TENDERERS PROPOSED KEY RESOURCES/EXPERTS: Lead Tenderer and Entities in JV, Consortium, Association, etc.): 40</b>			

Minimum of 5-page approach and methodology paper duly signed and dated by the Tenderer.


Reference letters from the client where this project was completed. The letter must provide a brief scope of the project relevant to the scope of this tender and the tenderer's role in the project. The letter must provide a rating between 1- 5 corresponding with the rating in the scoring guideline column.



## The Tender

**Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS**

Clause number	Tender Data
	<p>Tenderer's experience and track record in providing professional services required in Asset Care Programmes within the Municipal or similar environment, and associated project support services for the delivery of asset care programmes and projects, including water and electrical infrastructure (attach CVs, proof of registration and project reference letters)</p> <p>(2) The tenderer's primary business is to provide professional services in the built environment and the tenderer has experience in the provision of consulting engineering, infrastructure planning and related services.</p> <p>(3). The tenderer confirms that it has put in place specifically for the purpose of this tender, professional indemnity insurance cover (which cover is effective from not later than the closing date of this tender) issued by a reputable insurer of an amount of not less than <b>R5 million</b> in respect of a claim without limit to the number of claims. In the case of a Joint Venture, Consortium or Association, the lead party must have met this minimum requirement.</p> <p>(4). The tenderer (including all parties in a Joint Venture, Consortium, or Association) submits with his tender an original tax clearance certificate (active Tax Compliance Status (TCS) PIN) issued by the South African Revenue Services (SARS) which must be valid for the duration of the tender validity period.</p> <p>(5) The Tenderer, or a member of the tenderer's team, is not on the lists of tender defaulters published by National Treasury in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. In addition, the tenderer, or any of his principals, is not/are not under any restriction(s) to do business with the employer.</p>
F.2.7	The arrangements for a non-compulsory (online / virtual) clarification meeting are as stated in the Tender Notice and Invitation to Tender. Attendance register may, or may not, be compiled by the DBSA SCM Unit. Addenda will be issued via the DBSA website to all prospective Tenderers by the DBSA SCM Unit. Queries should be submitted to DBSA SCM official in writing by the <b>31<sup>st</sup> of January 2023</b> .
F.2.10.3	Rates and prices are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
F.2.12	No alternative tender offers will be considered.
F.2.13.1	Where the tendering entity is a joint venture, it is recommended that the standard CIDB Joint Venture Agreement document be used.
F.2.13.3	<b>Electronic submission</b> shall be submitted as <b>TWO SEPARATE (ELECTRONIC) FOLDERS:</b> <b>FOLDER 1</b> - Pre-Qualifying and functionality proposal documents, and <b>FOLDER 2</b> – Financial proposal only
F.2.13.4	The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
F.2.13.5	Tender submissions are to be done electronically only:

	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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Clause number	Tender Data
	<p>1. Tenderers are advised to kindly issue Tender Submission Link requests and all other enquiries to <a href="mailto:TebogoS2@dbsa.org">TebogoS2@dbsa.org</a> – ONLY</p> <p>2. No – Tender Submission Link requests will be accepted after 16h00 on the 13 JULY 2021. Any requests after the stipulated date and time will be disregarded.</p> <p>3. Tenderers will thereafter receive a OneDrive Link to upload their tender submission documents electronically. Tenderers who have received submission Links that have errors, will be provided with new Links for use.</p>
F.2.13.10	<p>(Add after clause F.2.13.9) By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.</p>
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is <b>120 Days</b> .
F.2.16.2	One (1) Professional Service provider to be appointed <b>per Municipality</b> or to a <b>maximum</b> of two municipalities and no more, as per the provisions of F.1.1.4 detailed above.
	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) An active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services.</li> <li>2) A copy of the entity's professional indemnity insurance.</li> <li>3) A declaration signed by all parties that the team used during the functionality assessment is still and will remain in place until the end of the contract period (if applicable).</li> <li>4) The certified copy of the B-BBEE Certificate.</li> </ol>
F.3.4	The Tender offers received will not be opened immediately by the Employer after the closing time. However, a record of the Tender offers received will be made by the Employer immediately after the closing time.
F.3.5	The <b>two-envelope (two-folder) system</b> will be followed for this Tender. <b>Non-adherence to this will disqualify the submission.</b>
F.3.11.1	The procedure for the evaluation of responsive tenders is <b>Method 2</b> : Functionality, Price and Preference.
F.3.11.5	<p>The procedure for the evaluation of responsive tenders is <b>Method 2</b> modified to comply with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.</p> <p><b><u>Evaluation Criteria</u></b></p> <p>The tenders will be evaluated in accordance with <b>Method 2</b> of the CIDB Standard Tender Evaluation Methods in three stages, namely:</p> <p>Stage 1 : Responsiveness  Stage 2 : Quality (Functionality)  Stage 3 : Financial Offer and Preferential Evaluation  Stage 4 : Risk Analysis and Other Objective Criteria</p> <p><b><u>Stage 1: Responsiveness</u></b></p> <p>The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited to;</p>



The Tender

**Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS**

Clause number

Tender Data

- Standard conditions of tender as required.
- Returnable documents completed and signed.
- An active Tax Complaint PIN issued by the South African Revenue Services
- Confirmation of Attendance of compulsory briefing session
- Adherence to the two-envelope process
- Proof of Registration with a recognised professional body/institution of key experts
- Proof of Professional Indemnity Insurance to the value specified in the tender data.
- Submission of National Treasury Central Supplier Database (CSD) Summary Report.
- **Submission of electronic copies of all the documents** as listed in this Tender.
- ~~Provision of one (1) Original plus one (1) Hard Copy submission, over and above the Original.~~

### **Stage 2: Quality {Functionality}**

The following criteria will be used to evaluate and score functionality:

ITEM #	FUNCTIONALITY	MAX POINTS TO SCORE	SCORING GUIDELINE	SOURCE DOCUMENT THAT MUST BE SUBMITTED TO SCORE POINTS
<b>A - PROPOSED APPROACH AND METHODOLOGY – 30</b>				
Details of the proposed approach and methodology that the Tenderer intends to follow for the delivery of the said project.				
1	All the aspects are addressed innovatively and efficiently, indicating that the Tenderer has an outstanding knowledge of the scope of work. The approach paper addresses all the objectives, value- adds and risks under individual sub-headings. The approach paper details ways to create value in addition to the specified aspects this includes an assessment of various types of interventions and prioritization etc.	30	Excellent = 30 points	Minimum of 5-page approach and
2	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The tenderer addresses fully all of the specified aspects of the paper.		Good = 21 points	



The Tender

**Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS**

Clause number	Tender Data				
	3	The approach is generic and not tailored to address the specific project objectives and methodology. The tenderer only addresses fully two of the specified aspects of the paper		Satisfactory =15 points	methodology paper duly signed and dated by the Tenderer.
	4	The technical approach and/or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer only addresses fully one of the specified aspects of the paper		Poor = 10 points	
	5	No response. Failed to address the objectives as per the tender document.		Non-Responsive = 0 point	
	B. EXPERIENCE OF THE TENDERER (LEAD TENDERER AND ENTITIES IN JV, CONSORTIUM, ASSOCIATION, etc). PROOF OF COMPLETED PROJECTS TO BE ATTACHED: REFERENCE LETTERS – 20				
		The tenderer has at least completed 4 projects in any of the following spaces:	20	Excellent: 4 projects and above = 20 points	Reference letters from the client where this project was completed. The letter must provide a brief scope of the project relevant to the scope of this tender and the tenderer's role in the project. The letter must provide a rating between 1- 5 corresponding with the rating in the scoring guideline column.
	10)	Undertaking Asset Management Maturity Assessments		Good: 3 projects = 14 points	
	11)	The development of Asset Management Policies		Acceptable: 2 projects = 10 points	
	12)	The development of Strategic Asset Management Plans		Poor: 1 Projects = 7 points	
	13)	The development of Asset Management Plans		Non-responsive: 0 Project = 0 point	
	14)	Identified and developed improvement projects to close the gap between the 'as-is' and 'to be' maturity			
	15)	Undertaken high-level and detailed infrastructure asset condition assessments			
	16)	Developed Technical Asset Registers			
	17)	Undertaken Maintenance and Asset Management needs assessment and business cases for ICT and GIS			
	18)	Developed execution plans for the Assets (AMPs) and for the Asset Management Organisation			
C. TENDERERS PROPOSED KEY RESOURCES/EXPERTS: Lead Tenderer and Entities in JV, Consortium, Association, etc.): 40					
Tenderer's experience and track record in providing professional services required in Asset Care Programmes within the Municipal or similar environment, and associated project support services for the delivery of asset care programmes and projects, including water and electrical infrastructure (attach CVs, proof of registration and project reference letters)					





The Tender

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Clause number	Tender Data			
	3	<b>Civil Engineer:</b>  <b>Registration Body:</b> Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 (ECSA)  <b>Qualifications:</b> BSc degree in Civil Engineering or B Tech in Civil Engineering.  <b>Experience:</b> Must have preferably 5 years' experience in asset management with specialization in the development of water and sanitation infrastructure master plans which includes both new and renewal infrastructure.  <b>Notes:</b> a) The Civil Engineer should have been involved in at least 4 completed projects, and these should be related to the scope required. b) Should possess extensive experience in and knowledge of the municipal space is important	5	<b>Excellent:</b> 4 projects and above = 5 points  <b>Good:</b> 3 projects = 3.5 points  <b>Acceptable:</b> 2 projects = 2.45 points  <b>Poor:</b> 1 project = 2 points  <b>Non-responsive:</b> Projects provided not meeting requirements = 0 point  Attach proof of qualifications, professional registration and CV  Provide recommendation letters for 4 of the projects (related to this scope) of the person nominated
	4	<b>Electrical Engineer:</b>  <b>Registration Body:</b> Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 (ECSA)  <b>Qualifications:</b> BSc degree or B Tech in Electrical Engineering.  <b>Experience:</b> Must have preferably 5 years' experience in experience in asset management with specialization in the development of electrical infrastructure master plans which includes both new and renewal infrastructure.  <b>Notes:</b> a) The Civil Engineer should have been involved in at least 4 completed projects, and these should be related to the scope required. b) Should possess extensive experience in and knowledge of the municipal space is important	5	<b>Excellent:</b> 4 projects and above = 5 points  <b>Good:</b> 3 projects = 3.5 points  <b>Acceptable:</b> 2 projects = 2.45 points  <b>Poor:</b> 1 project = 2 points  <b>Non-responsive:</b> Projects provided not meeting requirements = 0 point  Attach proof of qualifications, professional registration and CV  Provide recommendation letters for 4 of the projects (related to this scope) of the person nominated
	5	<b>Mechanical Engineer:</b>  <b>Registration Body:</b> Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 (ECSA)	5	<b>Excellent:</b> 4 projects and above = 5 points  <b>Good:</b> 3 projects = 3.5 points  Attach proof of qualifications,
<b>Please note:</b> Tenderers must achieve a minimum overall score of 70 as well as the minimum score per criteria in order to be considered further.				



The Tender

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Clause  
number

Tender Data

**Stage {3}: Financial Offer and Preference Evaluation**

With reference to the PPPFA 2017, the evaluation shall be based on the 80/20 Principle and the points for evaluation criteria are as follows:

Evaluation Criteria		Points
1.	Price	80
2.	Broad Based Black Economic Empowerment	20
3.	Total	100

\*The contract may be awarded to a tenderer that did not score the highest points, in accordance with 2(1)(f) of the Preferential Procurement Policy Framework Act 2000 GG 20854 of 3 Feb 2000.


**Stage {4}: Risk Analysis & Other Objective Criteria**

- a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “**Other Objective Criteria**” in terms of Preferential Procurement Policy Framework Act 2000 GG 20854 of 3 Feb 2000, in order to ascertain suitability for award.
  - i) If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.
  - ii) Fully compliant and registered with the National Treasury Central Supplier Database.
  - iii) No misrepresentation in the tender information submitted.
  - iv) Any non-performance on DBSA, or DBSA client projects.
  - v) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
  - vi) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process, and additionally, persons in the employ of the state are expressly permitted to submit tenders or participate in the contract.
  - vii) Prohibited from doing business with the public sector
  - viii) Listed on the Register of Tender Defaulters by the National Treasury
  - ix) Convicted by a court of law for fraud and corruption
  - x) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
  - xi) Financial health of the bidder may be assessed if deemed necessary, to ensure that the PSP will be able to operate as per required deliverables.
  - i) The contents of project specific tender returnables will be assessed i.e. project specific resources, professional indemnity insurance, professional registration, approach and methodology which are to be included in the contract.
  - ii) The placement of tendered resources will be assessed to ensure that resources indicated by CV's and tendered to work on the program will indeed work on the program and will not be replaced by more junior or less competent resources

F.3.13

Tender offers will only be accepted for evaluation if:



	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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Clause number	Tender Data			
	<div>a) the tenderer submits an active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services or submits an original written confirmation from SARS that the Tenderer has made arrangements to meet outstanding tax obligations;</div> <div>b) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</div> <div>c) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract</div> <div>d) the tenderer includes in his submission all the returnable documents mentioned in T2, T.2.1 of this procurement document</div>			
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one.			
F.4	<b>Additional Conditions of Tender</b> Refer to F.4.1, F.4.2, and F.4.3 below.			
F.4.1	<b>Invalid tenders</b> Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances: <div>a) If the two-envelope (i.e. two separate electronic folders) process was not adhered to, if it was stated as a requirement;</div> <div>b) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);</div> <div>c) if the tender is not completed in non-erasable ink;</div> <div>d) if the Form of Offer and Acceptance has not been signed;</div> <div>e) If the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.</div>			
F.4.2	<b>Negotiations with preferred tenderers</b> The Employer may negotiate the final terms of a contract with tenderers identified through the competitive tendering process as preferred tenderers provided that such negotiation: <div>a) does not allow any preferred tenderer a second or unfair opportunity;</div> <div>b) is not to the detriment of any other tenderer; and</div> <div>c) Does not lead to a higher price than the tender as submitted.</div> Minutes of any such negotiations shall be kept for record purposes.			
F.4.3	<b>Tender Offers is for:</b>  RFP 367/2022 PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS.  Tenderers are requested to submit Offers for, the municipality cited above.			
ITEM #+B4:F12	FUNCTIONALITY	MAX POINTS TO SCORE	SCORING GUIDELINE	SOURCE DOCUMENT THAT MUST BE SUBMITTED TO SCORE POINTS



## The Tender

**Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS**

1	<p><b>Project Leader:</b></p> <p>Registered Professional: Engineer or a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 (ECSA) or Registered Professional Accountant (SAIPA, CIMA, CIGFARO) or Registered Professional Urban Planner, or Registered with <b>either the</b> South African Asset Management Association as a Certified Asset Manager (CSAM) or Certified Asset Management Assessor (CAMA) with demonstrated application of the competencies as detailed under 'Experience' below.</p> <p><b>Qualifications:</b> Bachelor's Degree in engineering or a similar or higher relevant academic qualification in the built environment or management sciences</p> <p><b>Experience:</b> At least 8 years demonstrated successful application, in a line management, Domain expert, or consulting support role relating to a significant asset portfolio (in terms of nature, size and risk exposure), of the following competences, in line with recognised good practice:</p> <ul style="list-style-type: none"> <li>• Provide AM Leadership</li> <li>• Lead the review and development of an AM policy</li> <li>• Lead the review and development of a Strategic Asset Management Plan (SAMP)</li> <li>• Lead the review and development of an AM plans (AMPs)</li> <li>• Monitor the implementation of AM Plans</li> <li>• Lead the review and development of AM Framework documents and Artefacts</li> <li>• Monitor the implementation of AM Framework documents and Artefacts</li> <li>• Monitor the implementation</li> </ul>	10	<p><b>Excellent:</b> 4 Projects and above = 10</p> <p><b>Good:</b> 3 projects = 7 points</p> <p><b>Acceptable:</b> 2 projects = 5 points</p> <p><b>Poor:</b> 1 project = 3 points</p> <p><b>Non- responsive:</b> Projects provided not meeting requirements = 0</p>	<p><b>Project Manager and Team Leader:</b> Provide the name and the position the person who will play in this project. Attach a CV and proof of qualifications and professional registration.</p> <p>Provide recommendation letters for 4 of the projects (related to this scope) of the person leading the project</p>
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## The Tender

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	<p>of AM Practices Improvement Plan</p> <ul style="list-style-type: none"> <li>Align and integrate AM Practice Provide AM Leadership</li> </ul> <p><b>Notes:</b></p> <p>a) The Project Leader should have led at least 4 projects to completion, and these should be related to the scope required.</p> <p>b) Should possess extensive experience in and knowledge of the municipal space.</p>			
2	<p>Asset accounting specialist</p> <p><b>- Asset Management Professional Body:</b> Professional membership with the South African Institute of Chartered Accounts (SAICA), ACCA, CIGFARO, or similar bodies in the financial environment. Registered Chartered Accountant</p> <p><b>Qualifications:</b> An appropriate degree in BCom: Accounting/ Auditing /Public Finance /Financial Management.</p> <p><b>Experience:</b> Must have with a minimum of 5-years' experience in the development of financial fixed asset registers in the municipal environment. An understanding of National Treasury's requirements for asset management practices as required by the MFMA and GRAP.</p> <p><b>Notes:</b></p> <p>a) The Asset Accounting Specialist should have been involved in at least 4 completed projects, and these should be related to the scope required.</p> <p>b) Should possess extensive experience in and knowledge of the municipal space.</p>	6	<p><b>Excellent:</b> 4 years projects and above = 6 points</p> <p><b>Good:</b> 3 projects = 4 points</p> <p><b>Acceptable:</b> 2 projects = 3 points</p> <p><b>Poor:</b> 1 project = 2 points</p> <p><b>Non-responsive:</b> Projects provided not meeting requirements = 0 point</p>	<p>Attach proof of qualifications, professional registration and CV</p> <p>Provide recommendation letters for 4 of the projects (related to this scope) of the person nominated</p>



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	The Tender	Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS
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**Part T2: Returnable Documents**

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	<b>Pages</b>
<b>T2.1 List of Returnable Documents .....</b>	<b>24</b>
<b>T2.2 Returnable Schedules .....</b>	<b>25</b>

## T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in **black ink**:

### 1. Returnable Schedules required for tender evaluation purposes

In terms of this Request for Proposals (**RFP367/2022**), the following documentation must be submitted for the tender response to be deemed valid for consideration:

~~T2.2.1: Briefing Session: Declaration of Attendance~~

T2.2.2: Record of Addenda to Tender Documents

T2.2.3: Proposed Amendments and Qualifications by Tenderer

T2.2.4: Compulsory Enterprise Questionnaire

T2.2.5: Certificate of Authority for Joint Ventures

T2.2.6: Tenderer's active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services (SARS).

T2.2.7: Tenderer's Central Supplier Database Summary Report

T2.2.8: Bid Commitment and Declaration of Interest

T2.2.9: Declaration of Tenderer's Past Supply Chain Management Practices

T2.2.10: Certificate of Independent Bid determination [SBD 9]

T2.2.11: Professional Indemnity Insurance

T2.2.12: Preferencing Schedule:

T2.2.13: Copy of Joint Venture Agreement

T2.2.14: Evaluation Schedule: Proposed Methodology and Approach

T2.2.15: Evaluation Schedule: Experience and Track Record of the Tenderer in Executing Work of Similar Nature

T2.2.16: Evaluation Schedule: Experience and Qualifications of the Tenderer's Proposed Key Resources / Experts

T2.2.17: Evaluation Schedule: Lead Tenderer's Quality Management System

### 2. Other documents required for tender evaluation purposes

- a) A copy of the Joint Venture Agreement (if applicable), Consortium or Association Agreements which is to be appended to Schedule T2.2.13 (to illustrate validity of previous commitment)

### 3. C1.1 The offer portion of the Schedule C1.1 Offer and Acceptance

### 4. C1.2 Contract Data (Part 2)

### 5. C2.2 Price Schedule



The Tender

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## **T2.2.2 RECORD OF ADDENDA TO TENDER DOCUMENTS**

I/We confirm that the following communication received from the Employer before the submission of this tender, amending the tender documents, have been taken into account in this tender submission and are attached herewith

ID	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

***All Addenda to be attached to this page. Attach additional pages of this table if more space is required.***

**SIGNED ON BEHALF OF TENDERER: ..... Date:.....**





The Tender

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### **T2.2.3 PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER**

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clauses F.3.8.2 and F.3.14.2 of the Standard Conditions of Tender regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL
		<b>Please note that no Proposed Amendments, Qualifications and Deviations are allowed in this Tender and this schedule should NOT be completed, but it must be signed by the Tenderer.</b>

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** ..... **Date:**.....



The Tender

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## T2.2.4 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, consortium or association, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Physical address of enterprise:** .....  
**(LOCAL OFFICE)** .....  
 .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

**Company registration number** .....

**Close corporation number** .....

**Tax reference number** .....

**Date tenderer commenced provision of services in built-environment**.....

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |   |   |
|---|---|
| <input type="checkbox"/> a member of any municipal council                                      | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                 | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity             |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                    |   |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months



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\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or with the Employer and his Agents that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**Note: Please attach company registration /incorporation documents to this page**

**SIGNED ON BEHALF OF TENDERER:** .....

**Date:** .....



The Tender

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**NON-COLLUSION FORM**

I, the undersigned

---

In my capacity as

---

(insert Sole Owner, Partner, Director, President, Secretary or other title)

Of \_\_\_\_\_

(insert name of the Company).

Acknowledges that on behalf of the above-mentioned Company, I submit to Development Bank of Southern Africa, a tender and that all statements in such tender are of fact and are both true and correct.

That such tender was not made in the interest of or on behalf of any undisclosed Person , Partnership, Company, Association, Organization or Corporation.

That such tender is genuine and not collusive or a sham.

That I have not directly or indirectly by agreement, communication or reference with anyone, attempted to induce action prejudicial to the interest of Development Bank of Southern Africa, or any other bidder or anyone interested in the proposed contract.


That prior to the opening and reading of bids,

- a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham tender
- b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that the said bidder or any one else would submit a false or sham tender, or that anyone should refrain from tendering or withdraw his tender.
- c. I did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix my tender price or anyone else, or to raise or fix any overhead, profit or cost element of his tendered price of that of anyone else.
- d. I did not directly or indirectly, submit this tender price or any breakdown, thereof, or the contents thereof, or divulge information or data relative thereof, to any Corporation, Partnership, Company, Association, Organisation, Tender Depository, or to any member or agent thereof, or to any individual group of individuals, except to the Parent Company holding a controlling interest (above 50%) in my business.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

---

Signed on behalf of the tenderer

	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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## T2.2.5 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer (in support of our expression of interest) in joint venture, consortium or association under a formal legal arrangement and hereby authorize Mr./Ms ....., authorised signatory of the company, joint venture, consortium, association, close corporation or partnership ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

**Note:** A copy of the Joint Venture Agreement, Consortium Agreement, or Association Agreement (Refer to F2.13.1 in Part T1.2) showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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#### **T2.2.6 TENDERER'S VALID TAX COMPLIANCE STATUS (TCS) PIN**


IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE TENDERER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE SOUTH AFRICAN REVENUE SERVICES (SARS) TO MEET THE RESPONDENT'S TAX OBLIGATIONS.

BIDDERS TAX STATUS MUST REMAIN COMPLIANT IN RESPECT TO THE EVALUATION PROCESS THROUGHOUT THE TENDER PROCESS, IN ORDER FOR A BIDDER TO BE EVALUATED.

1. The active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the active Tax Compliance PIN will result in the **invalidation/ disqualification** of the tender submission.
2. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process.
3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance PIN of the main Joint Venture Partner as well as that of all the Joint Venture Partners must be appended to this page.

**SIGNED ON BEHALF OF TENDERER:** .....

**Date:** .....

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### **T2.2.7: TENDERER'S CENTRAL SUPPLIER DATABASE SUMMARY REPORT**

Tenderers are to append the summary report of the Government's Central Supplier Database in respect of the Tenderer, or of the main JV Partner to this page.

#### **Tax Compliant Status and CSD Registration Requirements**


**ALL PROSPECTIVE BIDDERS MUST HAVE A TAX COMPLIANT STATUS EITHER ON THE CENTRAL SUPPLIER DATABASE (CSD) OF THE NATIONAL TREASURY OF SARS E FILING PRIOR TO APPOINTMENT/AWARD OF THE BID.**

REGISTRATION ON THE CSD SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A BIDDER TO BE APPOINTED, TO CONDUCT BUSINESS WITH THE DBSA. THE ONUS IS ON THE SUCCESSFUL BIDDER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF SUCH REGISTRATION PRIOR TO APPOINTMENT/AWARD OF THE BID.

<b>CSD Registration Number:</b>	
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**SIGNED ON BEHALF OF TENDERER:** .....

**Date:** .....

	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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## **T2.2.8 BID COMMITMENT AND DECLARATION OF INTEREST**


### **PART A: BID COMMITMENT**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached tender documents to the Development Bank of Southern Africa (DBSA), on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
  - a) the offer herein shall remain binding upon me/us and open for acceptance by the DBSA during the validity period indicated and calculated from the closing time of the bid;
  - b) this tender and its acceptance shall be subject to the terms and conditions contained in the tender documents and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act – PPPFA 2017 with which I am/we are fully acquainted;
  - c) if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the DBSA may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the DBSA and I/we will then pay to the DBSA any additional expense incurred by the DBSA having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; the DBSA shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the DBSA may sustain by reason of my/our default;
  - d) if my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
  - e) the law of the Republic of South Africa shall govern the contract to be created by the acceptance of my/our tender and that I/we choose *domicile citandi et executandi* in the Republic at (full address of this place);

FULL ADDRESS	
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3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.



	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from the contract to be entered into, may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have participation/no participation\* in the submission of any other offer for the supplies/services described in this tender document. If in the affirmative, state names(s) of Tenderer(s) involved

\* Delete whichever is not applicable.

OTHER TENDERERS INVOLVED	
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## 7. AUTHORIZATION

Are you duly authorized to sign the bid?	INDICATE			
	Y		N	

## 8. DECLARATION

Has the Declaration of Interest (part B of this form) been duly completed?	INDICATE			
	Y		N	



## The Tender

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### **T2.2.8 BID COMMITMENT AND DECLARATION OF INTEREST [Continued]**

#### **PART B: DECLARATION OF INTEREST**

9. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the Tenderer is employed by state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved with the evaluation and / or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and / or adjudication of the bid

**10. In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.**

10.1 Full Name of Tenderer or his/ her representative:	
10.2 Identity Number:	
10.3 Position occupied in the company : (director, trustee, shareholder <sup>2</sup> , member)	
10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust	
10.5 Tax Reference Number:	
10.6 Vat Registration Number:	
10.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and if applicable, employee / PERSAL numbers must be indicated in paragraph 11 below	

<sup>1</sup>"State" means-

- a) any national and provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999),
- b) any municipality or municipal entity
- c) provincial legislature
- d) national Assembly or the national Council of provinces, or
- e) Parliament

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise/business and exercises control over the enterprise.

10.7 Are you or any person connected with the Tenderer, presently employed by the state?	Y		N	
If so, furnish the following particulars	Name of person/Director/shareholder/member:  Name of Institution to which the person is connected:  Position occupied in the institution:			

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Any other particulars:

10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

Y

N

10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, will result in the disqualification of the bid).

Y

N

If no, furnish reasons for non-submission of such proof

10.9 Did you or your spouse, or any of the company's directors /trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

Y

N

If YES, furnish particulars

10.10 Do you, or any person connected with the Tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender?

Y

N

If so, furnish particulars

10.11 Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender?

Y

N


If so, furnish particulars

10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract?

Y

N

If so, furnish particulars

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**11. Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

**DECLARATION**

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 10.1 to 10.12 ABOVE IS CORRECT.

I ACCEPT THAT THE **DBSA** MAY ACT AGAINST ME BY DISQUALIFYING MY TENDER AND BY TAKING ANY OTHER NECESSARY ACTION SHOULD THIS DECLARATION PROVE TO BE FALSE.


NAME AND SIGNATURE OF TENDERER AND ASSIGNEES	Name: _____  Signature: _____	DATE		POSITION	
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**T2.2.9 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

The tenderer is obliged to complete the following declaration and where necessary furnish the required particulars in relation to persons or firms that are, or have been:


- a) Prohibited from doing business with the public sector
- b) Listed on the Register of Tender Defaulters by the National Treasury
- c) Convicted by a court of law for fraud and corruption
- d) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Was any contract between the Tenderer and any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		

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The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief and knowledge both true and correct.

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	

	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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## **T2.2.10 CERTIFICATE OF INDEPENDENT BID DETERMINATION [SBD 9]**

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any Tenderer if that Tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

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### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

{(Bid (Tender) Number and Description)}

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)


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

I certify, on behalf of: \_\_\_\_\_ that:

[Name of Tenderer (Tenderer)]

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




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- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....	.....
Signature	Date
.....	.....
Position	Name of Tenderer (Tenderer)

<sup>3</sup> **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

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## **T2.2.11 PROFESSIONAL INDEMNITY INSURANCE**

The tenderer is referred to clause F.2.1. of the Tender Data and shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, consortium or association, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

DETAILS OF PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IN RESPECT OF EACH CLAIM

**SIGNED ON BEHALF OF TENDERER:** .....

**Date:** .....

**T2.2.12**
**PREFERENCING SCHEDULES: BBBEE**
**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to {not exceed} R50 000 000 (all applicable taxes included) and therefore the {80/20} preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

1.4 The maximum points for this bid are allocated as follows:

ITEM / DESCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
<b>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</b>	<b>100</b>

1.4.1 if it is unclear which preference point system will be applicable, either the 80/20 or 90/10 preference point system will apply and the lowest acceptable tender will be used to determine the applicable preference point system.

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means 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 the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or

- bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract, subject to “Other Objective Criteria” listed under the Tender Data.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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


### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract
- 5.8 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 EME that has the capability and ability to execute the sub-contract.
- 6. BID DECLARATION**
- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
- 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**
- 7.1 B-BBEE Status Level of Contribution: = .....(maximum of 10 or 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.
- 8. SUB-CONTRACTING**
- 8.1 Will any portion of the contract be sub-contracted?

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*(Tick applicable box)*

YES		NO	
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8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: .....%

ii) The name of the sub-contractor:

.....

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

iv) Whether the sub-contractor is an EME/ QSE.

*(Tick applicable box)*

YES		NO	
-----	--	----	--

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

.....

9.2 VAT registration number: .....

9.3 Company registration number: .....

9.4 TYPE OF COMPANY/ FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....


.....

9.6 COMPANY CLASSIFICATION

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

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in

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paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS: .....</p> <p>.....</p> <p>.....</p>
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**T2.2.13**
**COPY OF JOINT VENTURE AGREEMENT**

- i) Tenderers are to append a copy of the Joint Venture Agreement (if applicable), Consortium, or Association Agreements or Letters to this schedule.
- ii) Declaration of the team that all team members are still as per submission during the functionality assessment stage, if functionality is applicable.
- iii) Tenderers who invited from an approved Panel, may only submit a bid in the name of the invited company. Any subsequent contracting that may arise, will only be concluded with the invited company.

**SIGNED ON BEHALF OF TENDERER:** .....

**Date:** .....



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#### **T2.2.14 EVALUATION SCHEDULE: PROPOSED METHODOLOGY AND APPROACH**


The proposed methodology and approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to stakeholder engagement, environmental concerns, health and safety aspects of the scope of work. The approach paper should articulate what value-add the respondent will provide in achieving the stated objectives for the project.

The respondent must explain his / her understanding of the objectives and outputs (deliverables) of the assignment, and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should include the methodologies to be adopted to achieve the intentions of the proposed approach. The approach should include a project plan that outlines processes, procedures and associated resources, the applicants and times to achieve requirements. Further, it ought to indicate risk management, quality assurance measures to be implemented, and accelerated delivery methods to be used to ensure delivery within anticipated programme.

The respondent must attach his / her approach paper to this page. The approach paper **should not be longer than five (5) pages**. The scoring of the methodology and approach will be as outlined in F.3.11.5 of the Tender Data.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Bidder, confirms that the contents of this schedule are within their knowledge and are to the best of their belief both true and correct.

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	

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#### **T2.2.15 EVALUATION SCHEDULE: EXPERIENCE / TRACK RECORD OF THE TENDERING ENTITY IN EXECUTING WORK OF SIMILAR NATURE**

The experience of the Tenderer (or that of the constituent member in a joint venture, consortium or association) in the execution of projects related to Asset Management in the municipal sphere in the last 5 years in South Africa will be evaluated. Tenderers should very briefly describe their experience in this regard and attach this to this schedule. The description should be put in the Tables provided below and attached to this schedule. The scoring of the Tenderer's experience will be as outlined in F.3.11.5 of the Tender Data.



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**Schedule T2.2.15: Summarized Details of Experience / Track Record of the Tendering Entity in Executing Work of Similar Nature**

**EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 5 YEARS IN: Asset Care\_ Maturity assessments and development of Execution Plans in the municipal sphere in South Africa.**

Employer, contact person and telephone number and email address	Description of Professional Services Provided in Asset Care: Maturity Assessment and development of Execution Plans in the municipal sphere in the last 5 years.	Value of Service provided (inclusive of VAT (Rand)	Date Service Commenced	Date Service Ended




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**EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 5 YEARS IN: Asset Care\_ Maturity assessments and development of Execution Plans in the municipal sphere in South Africa.**


Employer, contact person and telephone number and email address	Description of Professional Services Provided in Asset Care: Maturity Assessment and development of Execution Plans in the municipal sphere in the last 5 years.	Value of Service provided (inclusive of VAT (Rand)	Date Service Commenced	Date Service Ended

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Tenderers are to submit a Reference Letter in support of the claimed experience / track record of the Tenderer (or that of the constituent member in a joint venture, consortium or association) in the execution of projects related to Asset Management in the municipal sphere over the past 5 years.

The template of the Letter of Reference is attached to this schedule and must be submitted by the Tenderer.

Please, note that failure to submit Reference Letter (on the Client's Letterhead) of the completed previous work will automatically result to the experience not recognised. The reference should be addressed to one of the bidding organisation(s). With respect to subcontracted References; note that subcontracted professional services will need to be confirmed by the Client or Implementing Agent of the project.

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LETTER OF REFERENCE

[To be provided by each Employer cited in SCHEDULE T2.2.15]

**Please Note: Letters of Reference provided by Clients to the Tenderer in the past 5 Years will be accepted.**

TO WHOM IT MAY CONCERN

This letter serves to confirm that the Tenderer.....  
successfully provided the professional services described below and cited in SCHEDULE  
T2.2.15:


**Description of Professional Services Provided by the Tenderer in the area of Asset Care: Maturity Assessments & Development of Execution Plans:**

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

I, the undersigned, duly authorised to do so on behalf of the Employer providing this  
reference, confirm that the content of this schedule is to the best of my belief both true and  
correct.

Signed:		Date:	
Name:		Position:	
Contact details:			


STAMP OF EMPLOYER  
PROVIDING THE REFERENCE

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The undersigned warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within their personal knowledge and are to the best of their belief both true and correct.

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	



	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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## **T2.2.16 EVALUATION SCHEDULE: EXPERIENCE AND QUALIFICATIONS OF THE TENDERER'S PROPOSED KEY RESOURCES / EXPERTS**

The tenderer is referred to clause F.3.11.5. of the Tender Data and shall insert in the spaces provided below details of the key experts and other personnel required to be in the employment of the tenderer or from a professional services provider consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual of not more than five (5 nr) pages must be appended to this schedule.

The experience of proposed team members in relation to the scope of work will be evaluated from the:

- i. **Post-registration experience** in the relevant area outlined in Clause F.3.11.5 of the Tender Data.

A CV of each of the Tenderer's proposed Key Resources / Experts of not more than 5 pages should be attached to this schedule as per the template provided in this schedule. Each CV should be structured under the following headings:

- a) Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
  - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post graduate / diploma experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

Furthermore, the experience of the proposed Key Resources / Experts are to be summarized in the Summary Tables provided in this section.

The tenderer must ensure that, if selected for the assignment, the nominated staff will be assigned as proposed to meet the minimum requirements. Failure to do so may result in the award being cancelled by the Employer.

The scoring of the points for the Experience of the Tenderer's proposed Key Experts will be as outlined in F.3.11.5 of the Tender Data.



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**SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS**

**KEY EXPERT 1: PROJECT MANAGER & TEAM LEADER: ASSET MANAGEMENT**

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF EXPERIENCE IN THE ASSET MANAGEMENT IN THE MUNICIPAL SPHERE IN SOUTH AFRICA

**KEY EXPERT 2: ASSET ACCOUNTING**

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF EXPERIENCE IN THE ASSET MANAGEMENT IN SOUTH AFRICA IN SOUTH AFRICA



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ASSET CARE: PHASE 1: MATURITY  
ASSESSMENTS AND DEVELOPMENT OF  
EXECUTION PLANS**

**SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS**

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**KEY EXPERT 3: ELECTRICAL ENGINEER ASSET MANAGEMENT**

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST- REGISTRATION EXPERIENCE	SUMMARY OF EXPERIENCE IN THE INFRASTRUCTURE ASSET MANAGEMENT IN SOUTH AFRICA

**KEY EXPERT 4: CIVIL ENGINEER: ASSET MANAGEMENT**



The Tender

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**SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS**

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DEVELOPMENT OF MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS (MSDF) AND IN DEVELOPMENT PLANNING IN THE MUNICIPAL AND/OR PUBLIC SECTOR IN SOUTH AFRICA

**KEY EXPERT 5: MECHANICAL ENGINEER :ASSET MANAGEMENT**

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF PROJECT FINANCE / INVESTMENT ANALYSIS / FINANCIAL ANALYSIS / SERVICES IN SOUTH AFRICA



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**SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS**

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**KEY EXPERT 6: GEO-INFORMATION SCIENCE (GIS) EXPERT**

NAME	CURRENT JOB TITLE	QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION Nr	AND &	YEARS OF REGISTRATION EXPERIENCE	POST- SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION (PLANNING AND ESTABLISHMENT) OF GIS SYSTEMS FOR PUBLIC OR PRIVATE SECTOR IN SOUTH AFRICA

**KEY EXPERT 7: INFORMATION TECHNOLOGY**

NAME	CURRENT JOB TITLE	QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION Nr	AND &	YEARS OF REGISTRATION EXPERIENCE	POST- SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION (PLANNING AND ESTABLISHMENT) OF GIS SYSTEMS FOR PUBLIC OR PRIVATE SECTOR IN SOUTH AFRICA




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**SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS**

**KEY EXPERT 8: CHANGE MANAGEMENT SPECIALIST**

NAME	CURRENT JOB TITLE	QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION Nr	AND &	YEARS OF REGISTRATION EXPERIENCE	POST- SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF ENVIRONMENTAL MANAGEMENT SERVICES IN SOUTH AFRICA

	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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## CURRICULUM VITAE TEMPLATE (Page 1 of 3)

<b>Proposed role in the project</b>	
1. Surname	
2. First Name	
3. Date and place of birth	
4. Nationality	
5. Membership of Professional Bodies and Professional Registration with date achieved.	Professional Body / Association:
	Registration (Membership) Number:
	Date of Registration:

### 6. Education / Qualifications


Institution (date from – Date to)	Diploma(s) or Degree (s) obtained

### 7. Registration Diploma/ Graduate Experience

Company/Organisation	(Date from – Date to)	Years of Employment	Position

### 8. Key Experience Relevant to Project


### 9. Knowledge of issues pertinent to project


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## CURRICULUM VITAE TEMPLATE (Page 2 of 3)


### 10. Post-Registration Experience in development / updating of Asset Management in Municipal Sphere

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	



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Reference Contact Details	Tel:
	Cell:
	e-mail:

**CURRICULUM VITAE TEMPLATE (Page 3 of 3)**


Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

I, ....., hereby declare that I am aware of the inclusion of my Curriculum Vita in the proposed project team for Bidder ..... and make myself available for this project.

Signature:.....

Date: .....


	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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Commissioner of Oath Stamp

(The declaration must be signed by the individual himself/herself only and not any other person)

The undersigned warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within their personal knowledge and are to the best of their belief both true and correct.

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	


	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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**T2.2.17 EVALUATION SCHEDULE: PROPOSED APPROACH TO TRANSFER SKILLS / KNOWLEDGE TO MUNICIPAL OFFICIALS WORKING IN THE SAME SECTOR**

The Tenderer should attach a proposed methodology report on how they will ensure that skills are transferred. In addition, the report must detail the monitoring and the evaluation methods that will be implemented to ensure skills are transferred.

The undersigned warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within their personal knowledge and are to the best of their belief both true and correct.

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	

	The Tender	Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS
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## COVER PAGE TO FINANCIAL PROPOSAL


### FINANCIAL PROPOSAL

[TO BE PUT IN A SEPARATE FOLDER / ENVELOPE]

NAME OF TENDERER	
SIGNATURE OF TENDERER (Duly Authorized)	
CLOSING DATE AND TIME OF SUBMISSION	11:00hrs on Friday 11 February 2022
PLACE OF SUBMISSION	Designated Electronic Tender Box Depository Indicated by DBSA Supply Chain Management (SCM) for this Tender

Note: This is a **Two-Envelope (i.e. Two-Folder) Tender**. Therefore the contents of this Tender document from this cover Page to the end of this document must be placed in a separate envelope (folder) marked **"Financial Proposal"**.

Failure to separate this financial proposal from the technical (functional) proposal will result in a disqualification of the tender submission.

	The Tender	Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS
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## Part C1: Agreements and Contract Data

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Pages

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The Tender

**Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS**

## **C1.1 FORM OF OFFER AND ACCEPTANCE**

### **C1.1.1 OFFER: THABA CHWEU LM**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER No: RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

#### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

{Rand} .....  
..... (in words);  
{R} ..... (in figures).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature .....

Name .....

Capacity .....


#### **For the tenderer**

Name of Tenderer .....

Address of Tenderer) .....

Name of witness .....

Signature of witness ..... Date .....

	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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## C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

### C1.1.2 : ACCEPTANCE: MAKANA LM

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents (e.g. Letter of Appointment issued by the Employer to the Tenderer) or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature .....

Name .....

Capacity .....

**for the  
Employer**      **Development Bank of Southern Africa Limited  
1258 Lever Road, Headway Hill,  
Midrand, Gauteng Province**

Name of witness .....

Signature of witness .....

Date .....








The Tender

**Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS**

	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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For the Tenderer:

Signature(s) .....

Name(s) .....

Capacity .....

Name of Tenderer .....

Address of Tenderer .....

Name of witness .....

Signature of witness ..... Date .....

For the Employer:

Signature(s) .....  
.....

Name(s) .....

Capacity .....


Name of Employer: **Development Bank of Southern Africa Limited**

Address of Employer 1258 Lever Road, Headway Hill, Midrand, Gauteng Province

Name of witness .....

Signature of witness ..... Date .....

**Please note that no Deviations are allowed in this Tender and this schedule should NOT be completed.**

	The Tender	Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS
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## C1.2 CONTRACT DATA

### Part 1: Contract Data provided by the Employer

#### GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the **CIDB's Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)**, as published by the Construction Industry Development Board.

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website [www.cidb.org.za](http://www.cidb.org.za). Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

The pro-forma attached to the Standard Professional Services Contract (July 2009) on pages 17 to 24 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

#### CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

##### Clause 1:

*Add the following to the definition of **Employer**:*

The **Employer** is the **Development Bank of Southern Africa Limited**

*The definition of **Project**:*


The project is the **Asset Care Phase 1: Maturity Assessments and the Development of Execution Plans for Makana Local Municipality**.

*Add the following to the definition of **Period of Performance**:*

The period of performance is **ten (10) months**.

*Add the following to the definition of **Service Provider**:*

The contracting party may also be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.

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Add the following to the definition of **Start Date**:

The **Start Date** is the date when the Tenderer/Service Provider is introduced by the Employer to the respective municipalities (Makana Local Municipality).

**Clause 3.4 and Clause 4.3.2:**

Add the following:

The authorized and designated representative of the Employer is: **Mr. Mohan Vivekanandan: Development Bank of Southern Africa (DBSA)**

The address for receipt of communications is:

Telephone: (011)3133911.....  
Facsimile: .....  
E-mail: MohanV@dbsa.org.....  
Postal Address: P. O. Box 1234, Halfway House 1685  
.....  
Physical Address: 1258 Lever Road, .....  
Headway Hill, Midrand.....  
Gauteng Province.....  
.....

**Clause 3.5:**

Add the following:

The location(s) for the performance of the services on the Project will be respective municipal offices of Makana Local Municipality, the Offices of the DBSA, and the Offices of the Tenderer.

**Clause 3.9.1 and Clause 3.9.2:**

Add the following:

The Service Provider shall not be entitled to apply to the Employer for an upward change (increase) in the Contract Price during the Period of Performance. Any changes to the Period of Performance that are granted by the Employer shall be without additional costs, as these changes shall be granted without any increase in the Contract Price.

**Clause 3.9.3**

Add the following:

The time-based fees (hourly rates) as stated in the Pricing Data are only applicable for additional Services requested and approved by the Employer, which were not part of the initial Services stipulated in the Scope of Work.

**Clause 3.12.1**

Add the following:

The daily penalty is 0.37% of the Contract Price up to a maximum amount of 100% of the Contract Price shall apply.


**Clause 3.15.1:**

Add the following:

The programme shall be submitted within 7 days of receipt by the Employer of the Service Provider's signed acceptance of the Employer's letter of the Service Provider's appointment and the contents thereof.

**Clause 3.16.2:**

Add the following:

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The indices are those contained in Table A of the P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa.

#### Clause 4.7

*Add the following:*

For payment purposes, refer to Part C2.1: Pricing Assumptions for the basis and assumptions on the pricing and on the basis of payment.

Insert:

Payment to the Service Provider shall be upon the completion of the following:

- The achievement (completion) of specific deliverables associated with the provision of the respective required services.
- Sign off (approval and acceptance) of the completed deliverables by the Project Steering Committee (PSC) established between the Employer and the supported Municipality on the project.
- Sign off by the supported Municipality's authorized representative, of the Employer's Disbursement Claim Form.
- Submission by the Service Provider to the Employer of the relevant invoice together with the above items of supporting and approval documentation.

Any payment made to the Service Provider shall remain due and refundable to the Employer on first demand in the event Service Provider is unable to pay for services rendered to other service providers on behalf of the Employer, the contract has come to an end, and or there was an over claim and payment failing which the Employer shall be entitled to withhold any payments due to the service provider.

#### Clause 5.4.1:

*Add the following:*

The Service Provider is required to take out, and maintain, for the full duration of the performance of this contract, the following insurance cover:

1. **Professional Indemnity Insurance** providing cover in an amount of not less than **R5 million** in respect of each and every claim during the period of insurance.
2. **Public Liability Insurance** with a limit of indemnity of not less than R10 000 000 **R10 million** for any single claim, the number of claims to be unlimited during the contract period.
3. **Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993.**

And shall provide proof of insurance with its tender submission and or within seven (7) days of the Letter of Appointment.

The Service Provider shall ensure that any contractor and subcontractors engaged in construction activities shall, in addition to the Public Liability and COID Act Insurances as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken plus 10%.


#### Clause 5.5:

*Add the following:*

The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1. Replacing any of the key personnel listed at the time of tender
2. Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract
3. The issuing of notices to contractors in relation to extensions of time, the cancellation of the contract between the Employer and a contractor, and instructions to contractors requiring significant scope changes, removal of work or which may increase the contract price of such contract
4. Appointing Subcontractors (i.e. Sub-Consultants) for the performance of any part of the Services

#### Clause 7.2:

	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: PROFESSIONAL SERVICE PROVIDER (PSP) TO SUPPORT THABA CHWEU LOCAL MUNICIPALITY (TCLM) FOR ASSET CARE: PHASE 1: MATURITY ASSESSMENTS AND DEVELOPMENT OF EXECUTION PLANS</b></p>
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**7.2.1** The Service Provider is required to provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule located in contract data Part C1.2.

**Clause 8.1:**

*Add the following:*

The Service Provider is to commence the performance of the Services on the **Start Date** defined above.

**Clause 8.4.1:**

*Add the following:*

Upon termination the Service Provider shall compile and submit to the Employer within 30 days but before final payment is made, a schedule of all documents and records, permits, reports, recordings relevant to the scope of service in the whole including a detailed *close out report* in the format required by the Employer incorporating but not limited to records of work done, suppliers' warranties and guarantees, subcontractors details, outstanding and or remaining work Inclusive of the Final Account based on work done and work still to be completed as per the approved scope of work.

**Clause 8.4.3(c):**

*Add the following:*

The period of suspension under Clause 8.5 is not to exceed 2 months.

**Clause 8.4.4:**

*Add the following:*

The Service Provider's remuneration and reimbursement shall be subject the Service Provider submitting to the Employer within 30 days but before a final payment is made, a schedule of all documents and records, permits, reports, recording relevant to the scope of service in the whole including a detailed *close out report* in the format required by the Employer incorporating but not limited to records of work done, suppliers' warranties and guarantees, subcontractors details, outstanding and or remaining work.

**Clause 9.1:**

*Add the following:*

Copyright of documents prepared for the project and which has been paid for by the Employer shall be vested with the **Employer** and the Service Provider shall take all steps necessary to obtain such rights for the Employer at no extra cost to the Employer

**Clause 9.3:**

This clause is to be deleted.

**Clause 11.1:**

*Add the following:*

A Service Provider may not subcontract any work which he has the skills and competency to perform, unless he/she has the Employer's prior written approval and may not subcontract more than 30% of the value of the professional fees relating to the full scope of service.


**The Service Provider may be requested to procure additional specialist consultants and a recommendation of such appointment will be defined by submission of detailed scope of work to be done, program and three quotations or procurement method prescribed by the Employer.**

**Clause 12.1.2:**

*Add the following:*

Interim settlement of disputes is to be by **mediation**.

**Clause 12.2.1:**

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*Add the following:*

In the event that the parties fail to agree on a mediator, the mediator is nominated by the Deputy Director-General: Inter-Governmental Fiscal Relations, Department of National Treasury.

**Clause 12.2.4:**

*Add the following:*

Final settlement is by **arbitration**. In the event the Parties fail to appoint an arbitrator by agreement, the president or his nominee from the Association of Arbitrators Southern Africa shall appoint an arbitrator.

**Clause 14.2**

*Replace Clause 14.2 with the following:*

Amounts due to the Service Provider shall, as far as practicable, be paid by the Employer within thirty (30) Days of receipt by the Employer of the correct invoice with the relevant substantiation of work (deliverables) completed. The Employer shall take all reasonable, effective and efficient steps to pay the amounts due to the Service Provider within 30 days. No interest shall accrue on unpaid amounts beyond the 30 days on the invoices submitted by the Service Provider to the Employer.

Notwithstanding the above, should the Service Provider's tax clearance certificate expire during the contract period, and or the Service Provider fail to provide the service to the satisfaction of the Employer and or fail to carry a legal and proper instruction of the Employer, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer or the Employer's requirement have been met.

*Add the following new Clause after Clause 14.4:*

**Clause 14.5: Tax Invoices**

Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Service Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

**Clause 15:**

*Add the following:*

The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due.

**C1.2 CONTRACT DATA [Continued]**

**Part 2: Data provided by the Service Provider**

**Clause 1.** The Service Provider is: .....

.....



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Postal Address: .....

Physical Address: .....

Telephone: .....

Facsimile: .....

**Clause 5.3.** The **authorized and designated representative** of the Service Provider is:

Name: .....

The address for receipt of communication is:

Address: .....


Telephone: .....

Facsimile: .....

**Clause 5.5 and Clause 7.1.2.** The **Service Provider's Key Persons / Experts** and their jobs /functions in relation to the Services are:

NAME OF KEY PERSON / EXPERT	POSITION IN SERVICE PROVIDER'S TEAM	SPECIFIC DUTIES
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		




	The Tender	Tender No. RFP367/2022: Asset care Programme Phase 1: Maturity Assessments and Development of Execution Plans for THABA CHWEU Local Municipality
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**Clause 7.2.1.** The Service Provider's Personnel Schedule is as outlined in the Table below *(Additional copies of this table can be used if necessary)*:

NAME	TITLE / POSITION	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT ON THE SERVICES (weeks)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

SIGNED ON BEHALF OF TENDERER

DATE

	<p>The Tender</p>	<p>Tender No. RFP367/2022: Asset care Programme Phase 1: Maturity Assessments and Development of Execution Plans for THABA CHWEU Local Municipality</p>
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### C1.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

#### HEALTH, SAFETY AND ENVIRONMENTAL AGREEMENT BETWEEN EMPLOYER AND A PROFESSIONAL SERVICE PROVIDERS

Person responsible for this contract:

.....

Contract Number:

\_\_\_\_\_

#### WRITTEN AGREEMENT BETWEEN

**DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (“DBSA”)**

.....

EMPLOYER

AND

.....


**Professional Service Providers (hereinafter referred to as “the Mandatory”)**

AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY  
ACT, NO 85 OF 1993, AS AMENDED.

#### C1.3.1 Agreement

I ..... (name) representing  
..... **(Company) (Mandatory)** do hereby acknowledge that  
..... **(Mandatory name)** is an employer in its own right with  
duties as prescribed in the Occupational Health and Safety Act No (85 of 1993, as amended) and I  
agree to ensure that all work will be performed, or machinery and plant used in accordance with the  
provisions of the said Act. I furthermore agree to comply with all other relevant Acts while providing a  
service to the **DBSA** (Employer).

I acknowledge having received the necessary induction/training regarding the rules and regulations of  
SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993, AS  
AMENDED and those of **DBSA** (Employer) I will ensure that all Contractors and Sub-contractors are  
properly informed and adhere to all the rules and regulations and relevant legislation while on the

	<p>The Tender</p>	<p><b>Tender No. RFP367/2022: Asset care Programme Phase 1: Maturity Assessments and Development of Execution Plans for THABA CHWEU Local Municipality</b></p>
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premises. I will liaise with the person responsible, should I, for whatever reason, not be able to complete the task/project or perform in the terms of this agreement.

My company is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational and Diseases Act, 1993 (Act No. 130 of 1993). My registration number is.....

We/I also agree that; the **Mandatory**, by their signatures hereto, do unreservedly and irrevocably indemnify **DBSA** (Employer) and hold it harmless against all the clause demands, actions, clauses of actions and suits at law, which may be made or instituted against it for:

- any death, injury or incident to the Mandatory's Consortium, Consultant and/or Sub-consultant, Contractor, Sub-contractor and/or their employees or any agent customer or visitor of the Contractor;
- any damage caused to property of the **Mandatory**, Contractor, Sub-contractor, and/or their employees or any agent customer or visitor of the Contractor, including any loss of such property from whatsoever, while on the premises; and
- any claims resulting from non-compliance with legislation.

### **C1.3.2 Reporting**

The Mandatory and/or his designated person, appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act"), shall report to the Risk Control Manager and/or a representative designated by the Employer prior to commencing the work at the premises.

### **C1.3.3 Warranty of compliance**

In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.

The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described, are at all times adhered to by himself and his employees.

The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of any of his employees while they are on the Employer's premises.

#### **C1.3.4 Mandatory an employer**

The Mandatory shall be deemed to be an employer in his own right while on the locations for the performance of the services on the Project. In terms of Section 16(1) of the OHS Act, the Mandatory shall accordingly ensure that the requirements of the OHS Act are complied with by himself and/or his nominated Chief Executive Officer.

#### **C1.3.5 Appointments and training**

The Mandatory shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions that are pertinent to the work that is to be performed under his responsibility. Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.

The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the associated locations for the performance of the services on the Project. Without derogating from the foregoing, the Mandatory shall, in particular, ensure that all his users of any materials or operators of any machinery or equipment are properly trained in the use of such materials, machinery or equipment.

Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

#### **C1.3.6 Supervision, discipline and reporting**

The Mandatory shall ensure that all work performed on the various locations for the performance of the services on the Project is done under strict supervision and that no unsafe or unhealthy work-practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee, with any health and safety matters.

The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

#### **C1.3.7 Access to the OHS Act**

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees. However the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

#### **C1.3.8 Cooperation**

The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative makes inquiries into occupational health and safety issues concerning the Mandatory. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.

Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

#### **C1.3.9 Work procedures**

The Mandatory shall be entitled to utilize the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment. The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilize the documents.

The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with, and adhere to, such safe work practices.

The Mandatory shall ensure that work for which a permit is required by the Employer is not performed by his employees prior to the obtaining of such a permit.

#### **C1.3.10 Health and safety meetings**

If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months. The Employer may elect to permit the Mandatory's health and safety representatives to attend the Employer's health and safety committee meetings.

#### **C1.3.11 Compensation registration**

The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as

required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises.

#### **C1.3.12 Medical examinations**

The Mandatory shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

#### **C1.3.13 Incident reporting and investigation**

All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatory to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.

The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such an incident.

#### **C1.3.14 Sub-contractors**

The Mandatory shall notify the Employer of any sub-contractor he may wish to perform work at the locations for the performance of the services on the Project. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

1. The Mandatory shall ensure that training, as discussed under appointments and training, is provided prior to the subcontractor commencing work at the locations for the performance of the services on the Project.
2. The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline.
3. The Mandatory shall inform the Employer of any Health and Safety hazard and/or issue that the subcontractor may have brought to his attention.
4. The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs at the locations for the performance of the services on the Project.

#### **C1.3.15 Security and access**

The Mandatory and his employees shall enter and leave the Employer's or supported Municipality's premises only through the main gate(s) and/or checkpoint(s) designated by the Employer or by the

supported Municipality. The Mandatory shall ensure that employees observe the security rules of the Employer and those of the supported Municipality at all times and shall not permit any person who is not directly associated with the work to enter the Employer's or supported Municipality's premises.

The Mandatory and his employees shall not enter any area of the Employer's or supported Municipality's premises that are not directly associated with the work.

The Mandatory shall ensure that all materials, machinery or equipment brought by himself onto the Employer's or supported Municipality's premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer or supported Municipality to allow the materials, machinery or equipment to be removed from the premises.

#### **C1.3.16 Fire precautions and facilities**

The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed at the locations for the performance of the services on the Project, save that the parties may mutually make arrangements for the provision of such facilities.

The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

#### **C1.3.17 Hygiene and cleanliness**

The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

#### **C1.3.18 No nuisance**

The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer, supported Municipality and/or their surroundings.

The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, supported Municipality, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

#### **C1.3.19 Intoxication not allowed**

No intoxicating substance of any form shall be allowed on site. Any person suspected of being

intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as of the potential side-effects of the medication.

#### **C1.3.20 Personal protective equipment**

The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform in accordance with the requirements of General Safety Regulation 2(1) of the OHS Act. The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

#### **C1.3.21 Plant, machinery and equipment**

The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are of sound order at all times and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

#### **C1.3.22 No usage of the Employer's equipment**

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer's or of the supported Municipality, unless the prior written consent of the Employer or supported Municipality has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

#### **C1.3.23 Transport**

The Mandatory shall ensure that all road vehicles used at the locations for the performance of the services on the Project are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and no vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

In the event that any hazardous substances are to be transported at, or to, the locations for the performance of the services on the Project, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act 15 of 1973 are complied with at all times.

#### **C1.3.24 Clarification**



In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Risk Control Manager of the Employer.

#### **C1.3.25 Duration of agreement**

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or while any of the Mandatory's workmen are present on the Employer's or supported Municipality's premises, or at the locations for the performance of the services on the Project.

#### **C1.3.26 Headings**

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

<b>Confirmation and Acceptance</b>	<b>Initials</b>
I _____ confirm that I have read and understood the appointment as set out above.	
I _____ confirm that I have read and understood the appendices and confirm my intention to comply with all the legal requirements.	
I _____ confirm my acceptance and understanding of the assigned responsibilities and duties involved.	
I _____ confirm that I have received training in the assigned responsibilities and duties required of me.	

THUS AGREED TO AND SIGNED AT \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_ 2016, in the presence of the undersigned witness:

Signature \_\_\_\_\_


Date \_\_\_\_\_

Witness Name \_\_\_\_\_

Signature \_\_\_\_\_

**Signed on behalf of ..... (Mandatory / Professional Service Provider)**

THUS AGREED TO AND SIGNED AT \_\_\_\_\_ on this the \_\_\_\_\_ day

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of \_\_\_\_\_ 2022, in the presence of the undersigned witness:


Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness Name \_\_\_\_\_

Signature \_\_\_\_\_

**Signed on behalf of DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (DBSA)**  
**(Employer)**

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## Part C2: Pricing Data

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## **C2.1 PRICING ASSUMPTIONS**


### **GENERAL ASSUMPTIONS**

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.


1. The short descriptions given in the schedules below are brief descriptions used to identify the services and related cost items for which prices are required. Detailed descriptions of the services to be priced are provided in the Scope of Work (Part C3.1 of this document) and the relevant statutory body.
2. The bidder must price for the full scope of services as stipulated in Part C.3 SCOPE OF WORK.
3. For the purpose of the service or cost item, the following words shall have the meanings hereby assigned to them:

<b>WORD</b>	<b>MEANING</b>
Unit	The unit of measurement for each item of work.
Quantity	The number of units of work for each item.
Rate	The agreed payment per unit of measurement
Amount	The product of the quantity and the agreed rate for an item
Sum	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Professional Fee	The agreed fee for a service, the extent of which is described in the Scope of Work.


4. A rate, sum, professional fee and/or price as applicable, is to be entered against each item in the schedules. An item against which no price is entered will be considered to be covered by the other prices or rates in the relevant Table of Quantities.
5. The rates, sums, professional fees and prices in the schedules are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data and in the Scope of Work, as well as overhead charges and profit.
6. Where quantities are given in the Table of Quantities, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Table of Quantities. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. Tenderers are to note that apart from the stated adjustment to the time-based fees, there will be no adjustment in the tendered professional fees and/or other rates tendered during the initial term of the contract. If the successful tenderer is given any extension with respect to their appointment term, the tendered time-based fees shall be adjusted for the extension with respect to their appointment term, in terms of Clause 3.16 of the Standard Professional Services Contract and shall **not** revert automatically to the recommended prevailing time-based fees contained the various gazettes and notices of the relevant respective professional bodies.

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8. Tenderers are to carefully note that only those recoverable expenses listed in the schedules will be reimbursed to the Service Provider.
9. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
10. The per kilometre rate for the reimbursement of travel expenses shall be limited to the kilometre rates published by the Department of Public Works from time to time for vehicles with engine capacities of various capacities but not exceeding the maximum of 2500cc for the purpose of this contract. If 4x4 vehicles or other vehicles exceeding 2500cc are required due to accessibility or poor road conditions, the applicable rate needs to be agreed between the Service Provider and the Employer upfront before trips are undertaken. **The prices tendered in Schedule C2.2.2 should be on the basis of a vehicle with 2500cc engine capacity**
11. **Scope Variation by the Employer:** While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or professional fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to a pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the CIDB Professional Services contract.
12. **Limitation to Hourly Rates and Professional Fees:** The hourly rates and professional fees of Experts that are used by the Tenderer to provide the services shall not exceed the hourly rates and professional fees applicable for professionals in the respective disciplines as stipulated by the relevant Government Gazette in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. **The bidder must price for normal services as contained in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. The fees shall be calculated on a time and cost basis after factoring in all the resources to be applied to the projects tasks and activities, and then reduced by any applicable discounts.**
13. **Professional / Technical Services Fees:** These are to be based on a realistic estimate of the cost of all the services required to achieve all the specific deliverables listed in the Scope of Work. The professional fees are to be completed in the schedules of this section. The completed schedules are to be completed and returned with the tender proposals. Tenderers are to attach a breakdown of the total proposed fee per deliverable to the relevant page (schedule). The breakdown is to clearly indicate the scope of work or key deliverables, the elements of the scope of work, the resources applied, the estimated duration and rates of the applied resources for each element of the scope of work. The elements of the scope of work or key deliverable are outlined in section C3.1 of this tender document.
14. **Operational Expenses (Accommodation):** These expenses are not to be priced separately but are to be included in the overall operational costs per section 17 below.
15. **Operational Expenses (Subsistence Expenses):** These expenses are not to be priced separately but are to be included in the overall operational costs per section 17 below.
16. **Operational Expenses (Printing /Copying Expenses):** Where applicable (see section 9 above), these expenses shall be reimbursed based on the actual expenses incurred, plus an adjustment. Service Providers are required to indicate a preferred adjustment rate to the printing / copying expenses in the priced schedules to be returned with the proposal.


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17. **Combination and Fixing of travelling, printing, binding and copying costs into Operational Costs:** For the purpose of this tender, the operational expenses for travelling, accommodation, subsistence, printing, binding and copying (where applicable), have been combined and must never exceed a maximum of **5%** of the relevant professional fees applicable to the project deliverable or project phase.
18. **Payment is for specific completed deliverables:** In line with Clause 4.7 of the Contract Data (Part C1.2), the Service Providers will be appointed on a specific scope of work and will be compensated upon the achievement (completion) of specific deliverables. The pricing schedules in Part C2.2 of this document have been aligned to the specific deliverables expected from the Service Providers.
19. **Fixed Price Contract for the Municipality:** This assignment will be based on a lump sum (fixed price) contract in (ZAR) Rands. Bidders are required to price total contract price using the tables (scheduled) in the next page. Once the offer of the Tenderer is accepted by the Employer, the overall project budget is fixed and must not be exceeded under any circumstances whatsoever.

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### **C2.2.1 TIME-BASED FEES OF DESIGNATED KEY PROFESSIONALS / EXPERTS**

ID	KEY RESOURCE / EXPERT	No.	HOURLY RATE FOR SERVICES (Excl. VAT) (RAND/HR)	DISCOUNT TO HOURLY RATE (%)	NET HOURLY RATE OF KEY PROFESSIONAL (Excl. VAT) (RAND/HR)
1	Project Manager and Team Leader: Asset Management	1			
2	Civil Engineer: Asset Management	1			
3	Electrical Engineer: Asset Management	1			
4	Mechanical Engineer: Asset Management	1			
5	Asset Accounting	1			
6	Information Systems Specialist (CIT)	1			
7	Geo-Information Science (GISc) Expert	1			
8	Change Management Specialist	1			
<b>TOTAL</b>		<b>8</b>			

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### C2.2.2 : PRICING DATA: ASSET CARE PHASE 1: MATURITY ASSESSMENTS AND THE DEVELOPMENT OF EXECUTION PLANS FOR THABA CHWEU LM

The detailed description of the scope of work or key deliverable are outlined in section C.3.1.4 of this tender document.


Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for ASSET CARE is **ten (10) months**.

ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT AND ESTABLISHMENT OF THE WORK TEAM AND PROJECT STEERING COMMITTEE (PSC) a) Project Implementation Plan (PIP) b) Project Inception Report (PIR) in the framework issued by the DBSA.	Approved PIP and PIR	N/A	N/A	60 000,00
2	Asset Management Maturity Assessment Report	Approved Report			
3	Documentation that Captures reasons for the level of maturity	Approved Report			





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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
4	Report on ICT and GIS requirements and Options for Systems	Approved Report.			
5(a)	Water: Asset Register, Asset Condition, and renewal projects and a Report	Approved Report			
5(b)	Sanitation: Asset Register, Asset Condition, and renewal projects and a Report	Approved Report			
5(c)	Electricity: Asset Register, Asset Condition, and renewal projects and a Report	Approved Report			
6	Asset Management Policy and a Report	Approved Report			
7	Strategic Asset Management Plan	Approved Report			
8(a)	Execution Plan for Water Assets (Asset Management Plan).	Approved Report			

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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT)  (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT)  (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT)  (Rand)
8(b)	Execution Plan for Sanitation Assets (Asset Management Plan).	Approved Report			
8(c)	Execution Plan for Electricity (Asset Management Plan).	Approved Report			
9	Execution Plan for the Organisation	Approved Report			
10	Consolidated Asset Care Phase 1 Report.	Approved Report			
11	Project Closure	Project Closeout Report in format provided by the DBSA			
12	<b>TOTAL FEES AND OPERATIONAL COSTS (Excl. VAT) FOR ASSET CARE PHASE 1: MATURITY ASSESSMENTS AND THE DEVELOPMENT OF EXECUTION PLANS FOR THABA CHWEU LM CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.2.4</b>				

 <p><b>DfSA</b> DEVELOPMENT BANK OF SOUTHERN AFRICA <i>Building Africa's Prosperity</i></p>	<p><b>The Tender</b></p>	<p><b>Tender No. RFP367/2022: Asset care Programme Phase 1: Maturity Assessments and Development of Execution Plans for THABA CHWEU Local Municipality</b></p>
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**C2.2.4 PRICING DATA: OVERALL COST SUMMARY: ASSET CARE PHASE 1:  
MATURITY ASSESSMENTS AND THE DEVELOPMENT OF EXECUTION  
PLANS THABA CHWEU LM,**


**C2.2.4 : MAKANA LOCAL MUNICIPALITY**

SCHEDULE No.	DESCRIPTION OF SCOPE OF WORK	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS)
<b>C2.2.2 [PART A]</b>	<b>Pricing Data:</b> Total Proposed Fees and Operational Costs (Excl. VAT): ASSET CARE Phase 1: Maturity Assessments& the development of Execution Plans for <b>THABA CHWEU LM</b>	
<b>C2.2.3 [PART A]</b>	<b>Pricing Data:</b> Total Proposed Fees and Operational Costs (Excl. VAT): ASSET CARE Phase 1: Maturity Assessments& the development of Execution Plans for THABA CHWEU LM	
<b>Sub-Total of Pricing for Proposed Fees and Operational Costs for Asset Care Phase 1 (Excl. VAT)</b>		
<b>VAT @ 15%</b>		
<b>TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR Asset Care Phase 1 (Incl. VAT)</b>		
<b>TOTAL TENDER PRICE (Incl. VAT) FOR THE PROJECT CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE [C1.1.1 OFFER: THABA CHWEU LM]</b>		

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of my/our tender submission for **RFP 367/2022 [PART A]: Asset Care Phase 1: Maturity assessment and the Development of Execution Plans for THABA CHWEU Local Municipality.**


**SIGNED ON BEHALF OF TENDERER:** ..... **Date:**.....

**Date:**.....

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## Part C3: Scope of Work

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## C3.1 Scope of Work

- C3.1.1 INTRODUCTION
- C3.1.2 MUNICIPAL BACKGROUND
- C3.1.3 PROJECT OBJECTIVES
- C3.1.4 SCOPE OF WORK
- C3.1.5 PROJECT IMPLEMENTATION PLAN AND PROGRESS REPORTS
- C3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND DEPENDENCIES
- C3.1.7 REPORTING
- C3.1.8 ACCOUNTABILITY
- C3.1.9 LOCATION OF SERVICES
- C3.1.10 CONTACT PERSON
- C3.1.11 PROJECT ADMINISTRATION AND GOVERNANCE REQUIREMENTS

### C3.1.1 INTRODUCTION


The Development Bank of Southern Africa (DBSA) is one of Africa's leading Development Finance Institutions (DFIs) in infrastructure financing, planning, project preparation, and institutional development for municipal infrastructure. Owned by the Government of South Africa, the DBSA seeks to support the shareholder's social and economic development imperatives partnering with both the public and the private sectors.

In responding to the shareholder's imperatives, the DBSA is positioned to provide dedicated support to municipalities through the Local Government Support Unit (LGSU) under the Coverage Division which facilitates an integrated delivery approach that includes lending and non-lending services and products offered by the Project Preparation Division, Transacting Division, Infrastructure Delivery Division, Innovation Unit, Investment Support Unit and the Research Unit. In each of these areas there are dedicated skills focused on municipal built infrastructure development supported by the Local Government Support Unit in extending non-lending capacity development including asset care, revenue enhancement, project and contract management, and technical advisory support.

The goal of the DBSA Asset Care Programme is to support municipalities to progressively advance their asset and organisational practices in such a way that will improve the condition and performance of electricity, water, and sanitation assets. This will be done in the context of other infrastructure assets that the municipality is responsible for.

The objectives are:

- Raise the awareness of the Councils and top management of the need for asset care /management
- Implement an effective asset management framework
- Implement improved and new asset and organisational practices through identified improvement initiatives.

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- Improve data, information and knowledge management.
- Identify and implement appropriate and affordable ICT and GIS systems to support data, information and knowledge management.
- Implement the entire asset care value chain aligned with asset creation so that each asset class moves progressively to its appropriate balance between preventative and reactive maintenance and between asset creation and renewal. In other words, the effective management of the entire lifecycle of the assets.
- Adjust organisational structures and business process in accordance with best asset management practices.
- Implement succession planning and manage competence.
- Assist the municipality to enter into Private Sector Participation (PSP) arrangements where appropriate.
- Regularly assess risk, review achievements, identify challenges and identify improvement initiatives.
- Identify opportunities for asset renewal projects where there is a potential business case (return on investment) to reduce the Total Cost of Ownership (TCO) by funding through loans.

The expected outputs of the programme are improved condition and performance of water, sanitation, and electricity, and assets that support operations (fleet, plant and equipment assets), the progressive reduction in long term asset costs (minimized the Total Cost of Ownership), and improved customer satisfaction.


The DBSA's approach to the project is integrated and multidisciplinary nature. In line with this, the DBSA requires the services of a Professional Service Provider who possesses relevant and appropriate skills, including asset management specialization, electrical and civil engineering, finance, organisational development, GIS and ICT.

It is the minimum requirement that the procured team of a Professional Service Provider that will support Thaba Chweu Local Municipality, should be experienced, skilled and registered with professional body(ies) to be able to execute the scope of work outlined below in the subsequent sections.

### **C3.1.2 MUNICIPALITY BACKGROUND**

#### **C3.1.2.1 THABA CHWEU LOCAL MUNICIPALITY**

The Thaba Chweu Local Municipality is a Category B municipality located in the North-Western region of the Mpumalanga Province in the Ehlanzeni District. It is one of four municipalities in the district. Thaba Chweu LM is the electricity distribution license holder and water service authority and provider for the area within its jurisdiction. The municipality has a population of approximately 110,000 and 37,100 households. It has 33,261 electricity connections, 35,665 water connections and 36,740 sewer connections.

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Thaba Chweu LM, is experiencing service delivery challenges in terms of water and sanitation, and electricity. These challenges are a result of not fully implementing the asset care value chain aligned to asset creation. It is resulting in poor asset performance and reliability. The key issue is the neglect of preventative maintenance and prioritising asset creation over renewal. It is resulting in higher than acceptable failures (and therefore outages), losses, increased reactive maintenance and increasing operation and maintenance costs leading eventually to a financially unsustainable municipality. The neglect of maintenance and renewal is initially not noticed but eventually spirals out of control as a larger and larger portion of the municipality's assets reach the end of their useful lives (reduced below the expected useful life due to lack of maintenance).

The DBSA has partnered with the Thaba Chweu LM to assist with the assessment, development, and implementation of the Asset Care Project for water and sanitation, and electricity. The implementation of the asset care project will assist the municipalities to improve infrastructure asset performance and reliability, reduce outages to acceptable levels, reduce water and electricity losses, improve the electricity quality of supply and protection, minimize the total cost of ownership (TCO) and thereby ensure sustainable services. The Programme involves achieving the appropriate balance between preventative and reactive maintenance and between asset creation and renewal through effective asset and organisational practices that make up the value chain. The Programme also includes transaction support to identify financing options for asset renewal related infrastructure projects that yields a return on investment and reduces long term infrastructure costs. By catching up with the renewal backlogs, the municipalities will move onto a more financially sustainable trajectory.


The project is divided into two phases

1. The assessment of the municipality's water, sanitation, and electricity practices and systems and the development of a policy, strategy and execution plans that include improvement initiatives that will close the gap between the 'as-is' and where it needs 'to-be' in the short to medium term (2-3 years)
2. For DBSA and other parties to support the municipality in implementing the Execution Plans.

Prior to implementation (Phase 2), the fully costed Execution Plans with timeframes and allocation of responsibilities will serve before the DBSA Investment Committee to approve the extent of the financial contribution from the DBSA and propose the financial contributions from the municipality and other parties.

**This bid is for Phase 1.**



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### **C3.1.3 PROJECT OBJECTIVES**

The objectives for Phase 1 of the Asset Care Project for Thaba Chweu Local Municipality, are to:

- (a) Develop an Infrastructure Asset Management Policy, Strategic Asset Management Plan (SAMP), Execution Plans, known as Asset Management Plans, for Water, Sanitation and Electricity infrastructure and an Execution Plan for the Organisation that Council and top management take ownership of and which, when implemented, will result in embedding asset care / management for water, sanitation of electricity infrastructure in the municipality.
- (b) Identify renewal projects for handing over to DBSA Transacting.
- (c) Identify, where appropriate, the need for private sector participation in operations and maintenance.
- (d) Convince the Council and top management of the critical role that asset care / management plays in achieving financial and infrastructure sustainability and develop a roadmap to the progressive implementation of asset care / management that they take ownership of.
- (e) Identify the challenges to the implementation of asset care / management in the municipality and the wider context to enable the Council and top management to take responsibility to overcome these challenges.
- (f) Facilitate the process of obtaining Council approval of Policy, SAMP, and the Execution Plans.


These objectives will be achieved by following the appropriate steps required to achieve the deliverables outlined in Section 2.3.2

### **C3.1.4 DETAILED SCOPE OF WORK AND EXPECTED DELIVERABLES**

The successful PSP is to ensure that they fully engage the stakeholders and role-players to ensure that pertinent information is timeously made available. It is the duty of the PSP to escalate any lack of cooperation by the municipality to the DBSA so that bottlenecks are timeously unblocked. The sections below outline the project description along with the steps to be undertaken, including the detailed scope of work and the expected deliverables:

#### **C3.1.4.1 Description of Asset Care Project**

The first phase of the asset care project entails the appointment of a Professional Service Provider (PSP) to undertake assessments of the water, sanitation and electricity infrastructure and related assets and assessment of the municipality which needs to utilise people, processes, procedures, practices systems to ensure that the assets are appropriately maintained to deliver services. From the various assessments (outlined in the deliverables), the PSP shall develop the project which includes an infrastructure asset policy, a SAMP and four Execution Plans: water infrastructure, sanitation infrastructure,

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electricity infrastructure and for the Municipality. The Execution Plans for the infrastructure are a first iterations of Asset Management Plans

The PSP is to engage the mayor and three key councillors and the top management team regularly in the process of assessments and development of the project to achieve the objective that there is understanding and commitment to asset care / management. It is critical that these role-players understand the importance of achieving the appropriate balance between preventative and reactive maintenance at component level, and the appropriate balance between infrastructure creation and renewal so that infrastructure renewal is not neglected. Each role-player must be convinced of the importance of their role in preventing a gradual slide into deteriorating asset performance, increased costs and increasing financial unsustainability.


Due to the challenges that are inherent in rolling out an asset care project in the municipality, the PSP is to engage the Council and top management team in a way that builds trust and builds their confidence that that the challenges can be overcome.

The PSP shall demonstrate throughout the project that these key role-players are being mobilized towards the project objectives and are committed to providing the necessary time and energy to prepare the organization for the asset care / management journey.

#### **C3.1.4.2 Detailed scope of work and the expected deliverables**

The deliverables for the Project are:

1. Inception Meeting and development of a Project Implementation Plan
2. Conduct and report on Asset Management Maturity Assessment.
3. Document the reasons for assessing the level of maturity in each area and attach documentation where available.
4. Report on ICT and GIS requirements and options for Systems
5. Asset Register, Asset Condition and Renewal Projects (3 deliverables)
  - (a) Water
  - (b) Sanitation
  - (c) Electricity
6. Develop an Asset Management Policy.
7. Develop a Strategic Asset Management Plan (SAMP)
8. Develop Execution Plans (also known as an Asset Management Plans) – (3 deliverables)
  - (a) Water
  - (b) Sanitation
  - (c) Electricity
9. Develop an Execution Plan for the Organisation.
10. A final Consolidated Asset Care Project Phase 1 Report

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Appropriate stakeholder and role-player engagement shall take place in the process of developing each deliverable in accordance with Section 2.3.1.

The scope of work is included under each deliverable. The following key project deliverables are required:

#### **C3.1.4.3 Deliverable 1: inception Meeting and Project Implementation Plan**

The inception meeting is where the PSP is introduced to the municipality, thereby kicking off the Asset Care Project. The PSP will then finalise the Project Implementation Plan (PIP) informed by the scope of work and deliverables to determine the work packages and how the work packages will be rolled out. At this meeting the PSP will submit their information requirements to the municipality.

Information that is required includes, but is not limited, to the organogram of the municipality with a detailed organogram of the technical departments, internal and external reports, plans, drawings, GIS information, Fixed Asset Register, Technical Asset Register, documents, etc. that are relevant to the assessment and development of plans phases. The PSP will be responsible to schedule all interviews and, if required, site visits which must be planned through the Infrastructure Director.

The Terms of reference for the PSC will be reviewed for the establishment of the Project Steering Committee (PSC).

The deliverables are therefore


1. Inception Report
2. Project Implementation Plan including how stakeholders and role-players will be engaged and risks managed.
3. PSC Terms of Reference adopted by all parties

#### **C3.1.4.4 Deliverable 2: Asset Management Maturity Assessment Report**

A detailed 'as-is' analysis compared with a determined 'to-be' (3-year) future state of asset and organisational practices to determine the gap. From the gap, develop a roadmap with improvement initiatives to achieve the future state. The assessment shall be holistic, dealing with all the key elements of the asset care value chain aligned with asset creation.

While the DBSA focus water and sanitation and electricity, it is important that the assessment is done on moveable assets such as vehicles, plant, equipment that are an indispensable part of the value chain and in the context of other immovable assets (roads, Stormwater, solid waste, buildings etc.) which are included in the municipality's portfolio of assets. The departments that provide the enabling functions, such as HR, IT, etc. must all be assessed separately.

The PSP must use an assessment tool based on the principles and concepts in and aligned to internationally accepted tools. The assessment tool must be suitable for the municipal environment. Where the PSP has developed its own, they must demonstrate how their tool

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improves on these tools and facilitates the identification and development of improvement initiatives in the municipal environment. As a minimum, the Global Forum for Maintenance and Asset Management's (GFMAM) six subjects must be covered. It may not be necessary to cover all the 39 subject areas.


All elements of the asset management value chain must be considered. The following are highlighted:

1. Assess the incident and fault logging system
2. Assess the maintenance work management system and the reason preventative maintenance activities are 'squeezed out'
3. Assess preventative maintenance schedules.
4. Assess Human Resource capacity and skills. The Department of Water and Sanitation's Municipal Strategic Self-Assessment should be used as one of the tools for this assessment.
5. Identify reasons, other than financial, and offer solutions, for the neglect of preventative maintenance.
6. Identify reasons, other than financial, and offer solutions, for the neglect of renewal of infrastructure.
7. Identify reasons, other than financial, and offer solutions, for motivations by the technical departments for additional maintenance and renewal budget being unsuccessful.
8. Determine current baseline of infrastructure KPIs and determine the target that can be achieved within 1, 2 and 3 years and the mechanisms to achieve target.
9. Correlate asset performance with current practices.

In assessing asset management maturity, it is not enough to state, for example, there is an Asset Management Policy or there is maintenance work management. The PSP must determine how effective the documents, practices, the processes, systems are in achieving the objectives of asset care / management. In other words, the quality aspect is important.

It is the intention of the DBSA that the maturity assessment tool used in the Programme be standardized for ease of comparison between municipalities. The most effective and efficient tool that generates improvement initiatives and how they link (to assist with the development of a roadmap) will be adopted. The mechanism to achieve this is still to be determined. However, the appointed PSP must be prepared to become familiar with any chosen tool and to use it when required.

While the identification and development of the most beneficial improvement initiatives is important, the development of the roadmap is equally as important. The PSP must demonstrate how the roadmap developed will ensure the Asset Care Programme will get the most rapid traction in the municipality.

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#### **C3.1.4.5 Deliverable 3: Documentation that Captures reasons for the level of maturity**


The assessment must be supported by documented evidence (organograms, policy documents, plans, interview notes, reports, photographs of infrastructure etc.) and the reasons for the assessment at the determined level of maturity. This evidence must be stated in an assessment electronic database.

The PSP will present its assessment electronic database to the PSC prior to commencing the visits. To track the progress towards achieving improved assessments, future regular maturity assessments will be required. The evidence collected would therefore be useful when comparing the 'as-is' with the 'to-be' at each stage of the journey towards improvement and greater AM maturity.

#### **C3.1.4.6 Deliverable 4: Report on ICT and GIS requirements and Options for Systems**

The following is required in this deliverable:

1. Determine the business needs in relation to an appropriate, affordable maintenance and asset management system and GIS and propose the order and timing of phasing in of the modules.
2. Include in the assessment what aspects would need to be integrated into the financial system and what would only require the downloading and synchronising with the financial system.
3. Identify and compare the functionality and costing of potential appropriate and affordable enterprise asset maintenance and management systems, including cloud-based systems. Include in the comparison the phasing in of modules. Systems that use 'pay as you use' modules are likely to be more cost effective. With the advances in technology, more efficient systems with greater functionality at lower cost become available over time. It is therefore important that systems that are identified shall allow for efficient and cost-effective transfer of all data to a new system should the municipality decide to change to a more cost-effective solution in future. Data standards are critical.
4. Determine whether the municipality may be suited to a South East Europe Asset Management (SEEAM) type Programme brochure (<https://utvsi.com/wp-content/uploads/2020/04/SEEAM-Brochure-November-2019-ENG-min.pdf>). In this programme a group of small to medium sized utilities share the same information system, have access to a Hub, are trained on the IT system and in maintenance and asset management, and share learnings across the utilities through workshops. Should this be adopted for South African municipalities, the common information system will be chosen through a competitive tender process.
5. Develop report on the findings and proposals.

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### **C3.1.4.7 Deliverable 5: Asset Register and Renewal Projects and Report**

One deliverable per service (3 total)

- (a) Water
- (b) Sanitation
- (c) Electricity


Note that this is a desktop exercise using interviews, reports, relevant documents, etc. Where there is insufficient information or knowledge of any aspects of the water, sanitation, and electricity infrastructure assets (extent, condition, performance, etc), this must be documented and costed as a gap to be closed in Phase 2.

In terms of the asset register it is important, within the constraints of a desktop assessment, to confirm the completeness of the extent of the infrastructure, otherwise there will be a lot of data on only a portion of the infrastructure. This will be a springboard for ensuring the municipality can continuously improve its infrastructure data.

The product of this exercise, a revised asset register, will be for use during the assessment and will only be implemented in phase 2 where a Technical Asset Register, aligned to the GRAP compliant Fixed Asset Register (FAR) will be developed.

For each of the asset groups (Level 4) types (Level 5) the following will be required:

1. Compile the data collection methodology, templates, approach, and data collection plan, future update plans, and submit to the PSC.
2. Assess the status of the FAR.
3. Align with CIDMS asset hierarchy
4. Review the available infrastructure data.
5. Identify and rectify the infrastructure asset gaps in the FAR.
6. Allocate attributes to the various components of the different asset types (location, age, condition, material types, criticality, performance, utilization, data accuracy)
7. Link the asset register to GIS to the extent possible with the available information.
8. Desktop assessment of the condition and performance of the assets, through
  - i) scrutinizing documents and interviews with managers, operators, maintenance staff, etc.).
  - ii) using available as-built drawings. Age data, township establishment dates, records of failures, replacement, bursts, replacement, renewal, etc.
9. Identify assets in need of renewal and prioritise. These are to be handed over to DBSA transacting advisory support.
10. Compile an asset register summary report outlining the assumptions, gaps and how these will be addressed in phase 2.

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#### **C3.1.4.7 Deliverable 6: Asset Management Policy and Report**

The is a key document where the involvement and buy-in of the Mayor and 3 key Councillors and the Municipal Manager his/her top team is critical.

The purpose of the Asset Management Policy is to ensure infrastructure asset related decisions are aligned with community expectations, affordability, service needs, sustainability etc. It acts to moderate the risk of improperly managed assets.

The Policy shall have the following minimum sections / chapters:

1. Introduction including context and purpose
2. Scope
3. Relationship to the IDP with the strategic context in terms of the Asset Management Framework which includes the Strategic Asset Management Plan and Asset Management Plans, and the legislative context.
4. Policy Statement by Council making asset care / management commitments.
5. Asset Management relationships, roles and responsibilities, including policy implementation. The roles and responsibilities must be defined for the Council, the Municipal Manager, the Technical Director, the Chief Financial Officer, The Corporate Services Director, Senior Managers and the Asset Management Steering Committee.
6. How integration of asset management within the municipality will be achieved
7. Establish defined goals, service levels, inventory guidelines and standards of maintenance.
8. Report

The report on the development of the Policy must include adoptions to the IDP that needed to ensure that asset care / management becomes a key programme in the municipality. It will also highlight how the policy will be improved (for example more specific commitments) as the municipality improves its asset management maturity.


While the Yarra Ranges Council Asset Management Policy, in the link below, does not go far enough in making commitments, it is a good example of what such a Policy should be focusing on. <https://www.yarraranges.vic.gov.au/Council/Policies-strategies/Asset-management-policy>

#### **C3.1.4.8 Deliverable 7: Strategic Asset Management Plan**

The is a key document where the involvement and buy-in of the Mayor, and 3 key Councillors and the Municipal Manager his/her top team is critical.

This is a first iteration of a Strategic Asset Management Plan (SAMP). Based on the findings of the relevant other deliverables, develop a Strategic Asset Management Plan (SAMP), a high-level plan to move from the 'as-is' position to the 'to-be' position. The plan will be



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based on the information available and should therefore highlight assumptions made, information gaps and how the gaps will be closed.

The SAMP will guide asset management in the municipality. It has a pivotal role in the Asset Management document hierarchy. It outlines the long term (5, 10, 15-years) strategic actions that are required to ensure that the Asset Management objectives are achieved. It should ensure that the organisation's Asset Management practices and activities are contributing effectively to the achievement of overall organisational objectives.

The SAMP shall have the following minimum sections / chapters:

1. Executive Summary
2. Scope and Purpose
3. Organisational Context
4. Condition and Performance – current, desired, and forecast
5. Assumptions and gaps
6. Strategic Asset Management Initiatives
7. Resource Summary
8. References / Appendices

Section 6 is based on a summary of Execution Plan for the Municipality as an Asset Management Organisation (Deliverable 9) where the improvement initiatives required to bridge the gaps between desired levels of performance ("Objectives") and forecast levels of performance are detailed.


It should focus on the improvement initiatives that:

- Require coordinated activity across multiple Asset Management Plans and in the Plan for the Organisation and/or
- Are longer-term and higher-level in nature and/or
- Require coordination with improvement initiatives that may be included in Strategic Plans for other business functions (e.g., Human Resources, IT Strategic Plans, etc.)

It must describe at high-level the main strategic asset management initiative to be implemented with goals to be achieved in a phased manner. Each Improvement Initiative should be mapped against the Asset Management Objectives (indicating the nature and impact of the initiative on these) and the priority, responsibility, timelines, resources, measures of success and targets for these should be included in this section.

It should also highlight any dependencies (and the nature of those dependencies) that exist between initiatives as well as dependencies on other initiatives that are included in Strategic Plans for other business functions. It should include how activities are going to be coordinated across initiatives and across business functions to ensure that the plan is achieved.



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The SAMP must provide guidance for the development of lower-level objectives. It also provides guidance and, due to the iterative nature of planning, is guided by the more detailed Asset Management Plans (Execution Plan for Assets) and the Asset Management Organisation Plan (Execution Plan for the Organisation).

#### **C3.1.4.9 Deliverable 8: Execution Plans for the Assets (also known as Asset Management Plans)**

One deliverable per service (3 total)

- (a) Water
- (b) Sanitation
- (c) Electricity

It must be noted that this is the first iteration of the Asset Management Plan/s and must therefore, in a similar fashion to Deliverable 5 (Asset Register, Asset Condition and Performance), collect available information and identify gaps for rectifying in Phase 2 (Implementation).

It must identify what needs to be done to move the asset performance, capacity and condition of the asset portfolio will be moved from 'as-is' to the 'to-be'. The detailed plans must include responsibilities, time frames, budgets, resourcing, critical success factors etc. There are three separate plans, one for water, one for sanitation, and one for electricity, which are brought together in the Strategic Asset Management Plan and as outlined above.

The Asset Management Plan is a tactical plan, sits below the Strategic Asset Management Plan and is the lowest, most detailed document covering a specific asset or class assets. It captures actions required to deliver asset management (and hence organisational) objectives across the whole life of the asset/asset class.


Knowledge of the condition and performance of all the assets is key to an effective AMP. The plan must therefore explain how the data will be progressively improved. Where there is insufficient information for new or renewal assets, clearly articulated assumptions must be described.

The process for generating asset management plans must deliver 'line of sight' from the agreed organisational objectives to the specific levels of service levied on a particular asset or asset class. Further, if the plan is to be achievable and optimised at the organisational level, there must be an iterative process of refining the objectives and the actions.

The Asset Management Plans must be developed as living documents enabling them to be regularly reviewed and the plans updated as more information becomes available and whenever a significant event occurs that affects the content.

The Asset Management Plan shall have the following minimum sections / chapters

1. Introduction

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2. Asset Data - information clearly establishing what assets the plan covers, what these assets do and how this is important
3. Levels of Service – the performance/cost/risk objectives the asset must satisfy in order to deliver the higher-level strategy, as well as the current performance against these targets (noting any gaps or issues)
4. Demand and future demand and how this can be managed to ensure that renewal infrastructure is not prioritised over renewal.
5. Lifecycle Planning and Strategies - the arrangements for acquisition, operation, maintenance, and disposal of the asset (noting any gaps or issues)
6. Financial Plan – a comparison of the allocated and required resources (again, highlighting any gaps)
7. Summary of Resourcing Plan and institutional arrangements that are specific to the infrastructure that the AMP is dealing with.\*
8. Summary of Improvement initiatives from the Plan for the Organisation that are specific to the infrastructure that the AMP is dealing with.\*
9. Assumptions
10. Risks - an analysis of the risks to achievement of the levels of service over the long term (largely arising from the identified gaps and issues)
11. Monitoring

\* Note that Chapters 7 and 8 shall be comprehensively dealt with under Deliverable 9: Execution Plan for the Organisation.

Annexures should include working papers and methodologies for all the sections / chapters – electronic format of all calculations informing tables and graphs contained in the plan.


#### **C3.1.4.10 Deliverable 9: Execution Plan for the Asset Management Organisation**

This includes the enabling practices (improvement initiatives) that need to be implemented that will directly and indirectly impact positively on asset performance, capacity, and condition of the asset portfolio.

It includes responsibilities, time frames, budgets, resourcing, critical success factors etc. It deals with the key asset care / management responsibility areas, the level of existing practice, practice improvement needs, ongoing / planned interventions, benefits etc.

While each municipality will need to take unique actions for each improvement initiative, most of the improvement initiatives are likely to include:

1. Develop comprehensive asset management framework (Policy, SAMP, AMPs, Execution Plan for the Asset Management Organisation) – part of this project.
2. Formalise maintenance work management
3. Improve long-term planning and budgeting
4. Formalise information management
5. Succession planning
6. Knowledge management

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## 7. Enhance performance management framework

The PSP shall explain in this plan, the reasons for the order of the roll out of improvement initiatives. The building of human resource capacity, IT/GIS are critical to this plan. Where applicable, private sector participation shall be considered, motivated, and reported on.

### **C3.1.4.11 Deliverable 10: Close out Report**

Compilation of a Close out Report that consolidates the key findings, challenges, buy-in achieved, recommendations and a summary of the Execution Plans for the Assets and the Execution Plan for the Organisation. It must include a roadmap to progressively improve asset care and include resource and cost implications as included in the Execution Plans. This report is to be presented to the PSC and Council.

## **C3.1.5 PROJECT IMPLEMENTATION PLAN AND PROGRESS REPORTS**


### **C3.1.5.1 Project Implementation Plan**

Within one week after the inception date, the successful Professional Service Provider will be required to provide a Project Implementation Plan (PIP) for the duration of the project. The PIP among others will include the activities that are listed in the scope of work including a brief description and individual duration for each milestone, and this shall not exceed the total contract period. A schedule of submission of each part of the scope of work must also be included in the plan. Furthermore, the PSP will also be expected to submit a Cash flow projection of the project deliverables/milestones and the risk management register.

### **C3.1.5.2 Monthly Progress Reports**

The successful Professional Service Provider will be required to provide monthly progress reports per the stipulated timeframes. Progress Report must give a summary of the following information:

- i. Amount of time spent by each project team member on a specific task;
- ii. The total amount of time and cost to date;
- iii. Time cost since the previous report;
- iv. Percentage of work completed per specific task and the overall percentage completion;
- v. Other information that will be determined by either PSC or Service Provider;
- vi. Risks and mitigations;
- vii. Workshopping the PSC members and soliciting comments and inputs;
- viii. Capturing the lessons learned and presentation of the findings to Council.

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### **C3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS AND RISKS**

#### **C3.1.6.1 Implementation Time Frames**

It is envisaged that the assessment and development of an AM Policy, SAMP and execution plans will take 10 months.

#### **C3.1.6.2 Underlying Assumptions**

Success of this Project depends on the following assumptions:

- a) There is full buy-in, ownership and support from the Municipality regarding the support being provided
- b) Ongoing and sustained involvement and cooperation of all stakeholders including the local communities;
- c) Effective inter-departmental planning and co-ordination is established through a Program Steering Committee that will be established by the Municipality.

#### **C3.1.6.3 Stakeholder Consultations**

The successful PSP is to ensure that they fully engage the stakeholders to ensure that they have all the information necessary to assess the asset management maturity of the municipality and develop an AM Policy, SAMP and execution plans.

#### **C3.1.6.4 RISKS AND RISK MITIGATION**


The PSP is responsible for the identification of relevant risks to the project and is expected to take steps to mitigate these risks in their proposal. These may include:

- a. Lack of sufficient preparatory work by the key stakeholders.
- b. Insufficient stakeholder involvement and support.
- c. Delays in obtaining information and a lack of input on draft documents submitted for comments and inputs from relevant key stakeholders.
- d. Change of scope.

### **C3.1.7 REPORTING**

The PSP will report directly to the Project Leader/Manager of the DBSA the progress, challenges and final the reports will be submitted to Project Leader/Manager and the municipality via the Project Steering Committee (PSC). All interim progress reports will be presented and discussed in the PSC between the Service Provider, stakeholders, and role-players in the manner shown in Table 1 below:

Table 1: Schedule of Report Submissions and Meetings

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No	Description	Time frame	Stakeholder/Role-player
1.	An initial Project Briefing /Inception meeting between the appointed Service Provider, DBSA & Munic	One week after the appointment	PSC (DBSA, Munic, PSP)
2.	Project Implementation Plan (PIP).	One week after the Inception meeting	PSC (DBSA, Munic, PSP)
3.	Progress Reports on milestones achieved	Monthly	PSC (DBSA, Munic, PSP)
4.	Execution Plans for Assets and Organisation	One week before completion	PSC (DBSA, Munic, PSP)
5.	Completion and Close-Out Report	End of the contract completion date	PSC (DBSA, PSP, Munic.)

### **C3.1.8 ACCOUNTABILITY**


During the execution of this contract, the successful Service Provider will be required to work closely with the Municipality's relevant department's staff and DBSA – Project Leader. The PSP will report to the PSC as per the meeting schedule as provided in Table 1 in paragraph 2.6, above, and any others that the Service Provider will deem necessary for the execution of the project. The DBSA will be responsible and accountable for the day to day activities of the Service Provider appointed and issue written instruction on behalf of the PSC.

### **C3.1.9 LOCATION OF SERVICES**

The Professional Services Provider is expected to provide the services in Thaba ChweuLocal within the Overberg District in the Western Cape Province.

### **C3.1.10 CONTACT PERSON**

Technical queries to be directed to the DBSA technical team through the DBSA Procurement Unit via email to [tebogoscm@dbsa.org](mailto:tebogoscm@dbsa.org) and the tender reference number is to be quoted.

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### **C3.1.11 PROJECT ADMINISTRATION AND GOVERNANCE REQUIREMENTS**

#### **C3.1.11.1 PROJECT STEERING COMMITTEE**

The PSC is the key body within the Project governance structure responsible for the oversight and operational project issues associated with the Programme. The role of the PSC is to provide strategic direction relating to the Project and to guide and coordinate the execution of the Project.

The Terms of reference establish the mandate, roles and functions for the PSC and are outlined below. These will be adopted at the first sitting of the PSC.

#### **C3.1.11.2 Function of the PSC**

The function of the PSC is to provide oversight for the operational issues associated with the provision of asset care support to Thaba Chweu LM. The PSC is responsible for monitoring project's budget, progress, benefits realized and monitoring risks, quality and timelines of delivery according to the Project Implementation Plan. The PSC's scope of work is further elaborated below.

#### **C3.1.11.3 Role of the PSC**


The role of the PSC is to:

- (a) provide oversight on the implementation of the Project and on the achievement of the outcomes;
- (b) to identify potential risks arising from the implementation of the Programme and agree on mechanisms to mitigate such risks;
- (c) ensure conformity with the Project Implementation Plan; advise on adjustments to be made to the Project to ensure that the Project is completed within budget and by the Project Completion Date;
- (d) recommend, after consultation between the members, the sign-off on the quality of work and reports completed by the Professional Services Provider;
- (e) monitor compliance to legislation and regulations in the implementation of the Project
- (f) providing guidance in addressing challenges/bottlenecks as they arise; and
- (g) approval and endorsements of completed milestones/deliverables for payments.

#### **C3.1.11.4 The Principles guiding the PSC**

In performing the tasks assigned to the PSC, the members will observe the following principles, namely to:

- (a) work together in a spirit of transparency and openness in which the achievement of the Project to a standard of excellence is a prime consideration;

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- (b) promote trust, fairness, mutual cooperation, dedication to the agreed common goal while understanding each other's expectations and values;
- (c) be cognisant of the expectations and interests of each of the stakeholders and to seek to promote "win-win" solutions when balancing the interests of the stakeholders;
- (d) to accept that conflict is natural but, in such situations, to promote teamwork in order to work constructively through disagreements;
- (e) show flexibility whilst still ensuring that the project achieves excellence in its construction and operational standard;
- (f) promote a culture of zero tolerance towards corruption and other improper activities and ensure adherence to applicable anti-corruption legislation; and
- (g) bring full commitment to achieving effective interfacing between the members and their respective stakeholders in order to make decisions with respect to the project and solve any issues that may arise in connection with the project in an effective and efficient manner.

#### **C3.1.11.5 The Role of Individual PSC Members**

The role of the individual members of the PSC includes the expectation that each member is to:


- (a) appreciate the significance of the Project for all stakeholders;
- (b) be an advocate for the Project's outcomes;
- (c) have a broad understanding of Project management issues and the approach being adopted to resolve such issues;
- (d) be committed to, and actively involved in pursuing the Project's outcomes;
- (e) help reconcile conflicting priorities and resources;
- (f) check adherence of project activities to standards and best practice, both within the organizations Municipality and DBSA and in a wider context.

#### **C3.1.11.6 General Administration of the PSC**

##### **C3.1.11.6.1 Membership**

The PSC shall be comprised of:

- (a) delegated representatives from the Municipality;
- (b) DBSA Authorised Representatives;
- (c) key members from the appointed Professional Service Provider (PSP); and
- (d) Further, the PSC will coopt other members as they see fit.

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Whilst the stakeholders remain cognisant of the need to maintain continuity in membership of the PSC, a stakeholder may replace a member at any time upon written notice to the chairperson of the PSC.

#### **C3.1.11.6.2 Convener / Chairperson and the Secretariat**

The chairperson will be provided by the Municipality whilst the secretariat functions will be provided by the PSP.

#### **C3.1.11.6.3 Convener/Chairperson**

The Municipal Manager, or in his absence, the Executive Technical Director/Chief Financial Officer (CFO) of the Municipality will be the convener and chairperson of the PSC meetings. If the designated chairperson is not available, then any official from the CFO's office or the Technical Director's office (referred to as the Acting Chair) as delegated by the chairperson will be responsible for convening and conducting the meeting.

#### **C3.1.11.6.4 Secretariat**

The Secretariat will inter alia provide the following functions:


- (a) prepare and circulate the minutes for comments and inputs. Provide full copies of the minutes, including attachments to all the PSC members;
- (b) keep comprehensive records of all the deliberations and decisions of the PSC;
- (c) distribute copies of the minutes of the meetings for consideration and ultimately approval by the Chairperson
- (d) prepare and finalise the minutes containing the proceedings and resolutions of the meetings which shall be signed by the Chairperson of the PSC and by the PSP and the DBSA;
- (e) the approval of the deliverables/milestones shall be recorded in the minutes. The deliverables and the minutes shall be signed by the chairperson of the PSC and by the PSP and the DBSA.

#### **C3.1.11.6.5 Language and Communication Formats**

English will be the preferred language for all dealings of the PSC. The format of communication of the PSC shall be by email messages, or letters. Correspondence requiring approvals shall be by email, or letter. Reports submitted by the PSP to the members shall be in both hard print and soft computer copy written in software that is used by the Municipality.

#### **C3.1.11.6.6 PSC Meeting Agenda**



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- (a) All PSC meeting agenda items must be forwarded to the Chairperson or the secretariat support by close of business seven (7) working days prior to the next scheduled meeting.
- (b) The PSC agenda with attached meeting documents will be distributed at least 5 working days prior to the next scheduled meeting.
- (c) The Chairperson has the right to list an item on the formal agenda, but members may raise an item under 'General / Other Business' if necessary and as time permits.

#### **C3.1.11.6.7 PSC Meeting Minutes and Meeting Documents**


The following administrative requirements apply:

- (a) the format of the PSC minutes shall be agreed at the first meeting of the PSC;
- (b) a schedule of PSC meetings to be discussed and agreed at the first PSC meeting and shall form part of all the meeting minutes;
- (c) the minutes of each PSC meeting will be prepared by the office of the PSP;
- (d) full copies of the minutes, including attachments, shall be provided to all PSC members no later than ten (10) working days following each meeting;
- (e) by agreement of the PSC, out-of-session decisions will be deemed acceptable upon confirmation in writing of the Municipality and the DBSA Authorised Representatives.
- (f) all out-of-session decisions shall be recorded in the minutes of the next scheduled PSC meeting; and
- (g) the minutes of each PSC meeting will be monitored and maintained by both the Municipality and the DBSA as a complete record as required under the respective document management provisions of the Municipality and DBSA.

#### **C3.1.11.6.8 Frequency of Meetings**

- (h) The PSC shall meet monthly on a date to be advised by the Chairperson in line with the meeting schedule to be agreed at the first meeting of the PSC.
- (i) Additional meetings outside of the scheduled meeting dates may be convened as circumstances may arise.
- (j) Meetings of the PSC shall be co-ordinated through and called on by the chairperson whenever required in accordance with the terms of reference.
- (k) Notice of any meeting of the PSC shall be sent to each member (and copied to the stakeholders) and shall confirm the venue, time and date, together with the proposed agenda for the meeting (including any supporting papers) reasonably practicable, as far as is reasonably practicable, at least 14 (fourteen) days' notice shall be given of any meeting of the PSC.
- (l) The PSC meetings may be held in the offices of the Municipality and/or virtually, via telephone, teleconference, videoconference, Microsoft Teams or via Zoom.

#### **C3.1.11.6.9 Proxies to Meetings**

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- (a) Members of the PSC shall nominate a proxy to attend a meeting if the member is unable to attend. The Chairperson will be informed of the substitution at least three (3) working days prior to the scheduled meeting.
- (b) The nominated proxy shall have voting rights at the attended meeting. The nominated proxy shall provide relevant comments/feedback of the PSC member they are representing to the attended meeting.

#### **C3.1.11.6.10 Quorum Requirements**

- (a) A meeting quorum shall have been formed if 50% of the PSC members plus one member is in attendance for the recommendations or resolutions to be valid.
- (b) The quorum must contain representatives from the DBSA, Municipality and PSP.

#### **C3.1.11.6.11 Governing Law**

This establishment and functioning of the PSC shall be governed by and interpreted in accordance with the Agreement between Municipality and DBSA, and substantive laws of the Republic of South Africa.

#### **C3.1.11.6.12 Confidentiality and Publicity**

Any confidential information obtained by any of the PSC members, or arising from the implementation of the Agreement, shall be treated as confidential by the Party receiving it and shall not be used, divulged or permitted to be divulged to any person not being a member to the PSC, without the prior written consent of the PSC.


#### **C3.1.11.6.13 PSC life span**

The PSC will be in existence till the completion of the Thaba Chweu Asset Care Project Phase 1 covered by the Project Implementation Plan (PIP).

#### **C3.1.11.6.14 PROJECT PROPOSAL**

A detailed project proposal, project team structure, and project implementation schedule must be provided. The project proposal must describe and demonstrate the approach and methodology for carrying out the outlined activities.

It will be expected from the Professional Services Provider to prepare a Project Implementation Plan (PIP) setting out the project deliverables against which to measure the progress of the project and the project budget and to ensure compliance with the obligations of the Professional Service Provider within 7 days after the inception meeting. This should be accompanied by a cash-flow projection and a risk management register.

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### C4.1 Site Information

The indicative location of the Project Site is shown in the figures below:

#### C4.1.1 City of Thaba Chweu LM

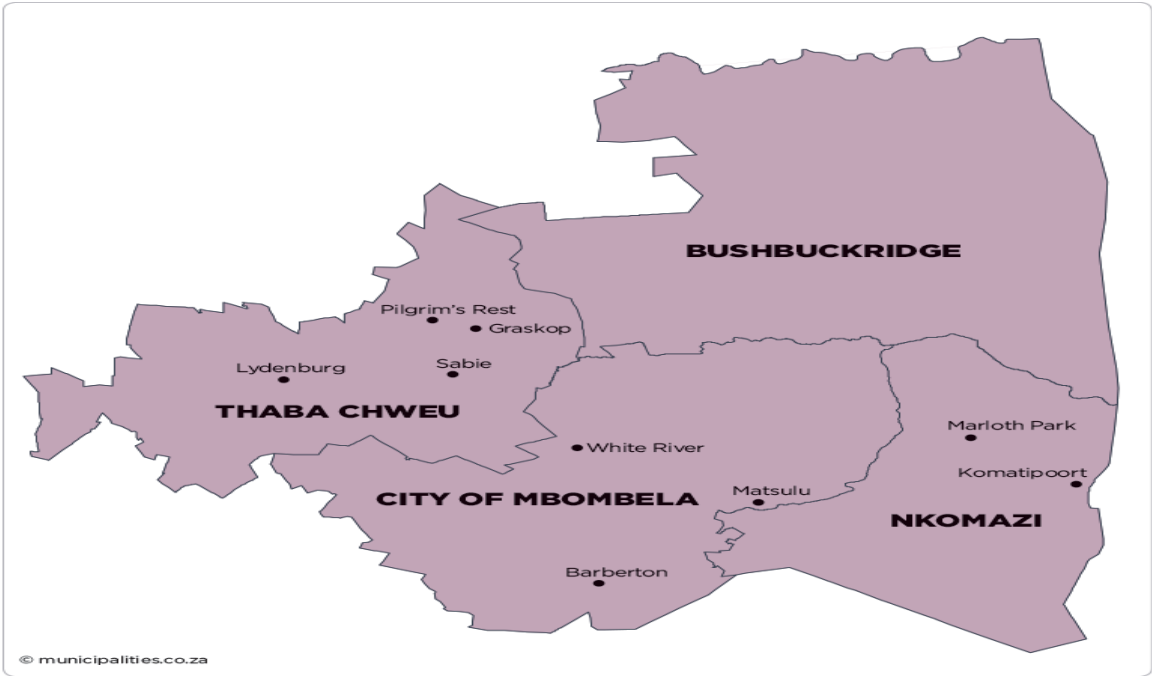


Figure C2.1: Thaba Chweu LM Geographical Location within Ehlanzeni District Municipality in the Mpumalanga Province.