



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

Tender No. MISA/EM/EC/005/2023/24

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP AN
ENERGY MASTER PLAN FOR ENOCH MGIJIMA LOCAL MUNICIPALITY**

PROCUREMENT DOCUMENT

**(Based on NEC3 Engineering and Construction Contract –Option A:
Priced Contract with Activity Schedule)**

AUGUST 2023

Issued by:

Acting Chief Executive Officer
Municipal Infrastructure Support Agent
1303 Heuwel Avenue
Riverside Office Park, Letaba House
Centurion, PRETORIA 0046
TEL: 012 848 5300

Name Tenderer:.....

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Tender Procedure:

Based on

MISA Supply Chain Management Policy dated 11 May 2023

SANS 10845-1, Construction procurement Part 1: Processes, methods and procedures

SANS 10845-2, Construction procurement Part 2: Formatting and compilation of procurement documentation

SANS 10845-3, Construction procurement Part 3: Standard conditions of tender

Preferential Procurement Regulations 2022 (*Ref: government gazette no. 47452; dated: 04 November 2022 issued according to the preferential procurement policy framework act (PPPFA), act no. 5 of 2000*)



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.:MISA/EM/EC/005/2023/24

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP AN ENERGY MASTER PLAN FOR ENOCH MGIJIMA LOCAL MUNICIPALITY

T1 TENDERING PROCEDURE

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) hereby, invites proposals from suitably qualified Electrical Engineering Consulting Service Providers for the development of an energy masterplan for the urban areas of Molteno, Hofmeyer, Tarkastad, Sterkrstroom and Komani including Ezibeleni township in Komani and the Eskom supplied town of Whittlesea in the Enoch Mgijima Local Municipality under Chris Hani District in the Eastern Cape Province.

Tenderers should have professionally registered professionals- Engineering Council South Africa (ECSA), South African Council for Planners (SACPLAN) and South African Geomatics Council (SAGC).

Contracts will be based on the NEC3 Engineering and Construction Contract (Option B: Priced Contract with Bill of Quantities).

The project details are hereunder,

TENDER NO.	PROJECT NAME	NON- COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/EM/EC/005/2023/24	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP AN ENERGY MASTER PLAN FOR ENOCH MGIJIMA LOCAL MUNICIPALITY	NON-COMPULSORY MICROSOFT TEAMS Tuesday 16 August 2023 at 10:00 Meeting ID: 338 070 438 950 Passcode: W5nqQF Meeting Link: Click here to join the meeting	28 August 2023 11.00 AM All Bid Proposals to be submitted to: 1303 Heuvel Avenue, Riverside Office Park, Letaba House, Centurion, PRETORIA 0046 TEL: 012 484 5300

A Non-Compulsory briefing session will take place at the location and on the date and time shown above unless otherwise amended later. Representative(s) from MISA will advise prospective Tenderers to provide details of the Contract.

The requirement of submissions is detailed in the Tender Data (Ref: T1.2 Tender Data). The tenderers who satisfy the eligibility criteria as set in the tender documents (Ref: T 1.2 Tender Data) are to submit their tenders.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenderers must submit their tenders using only the tender documentation issued.

Tenders will be evaluated based on Preferential Procurement Framework Act 5 of 2000 and on functionality as prescribed in the Preferential Procurement Regulation 2017.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Issued by:

Municipal Infrastructure Support Agent

1303 Heuwel Avenue
Riverside Office Park, Letaba House
Centurion, PRETORIA 0046
TEL: 012 484 5300



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender no.:MISA/EM/EC/005/2023/24

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP AN ENERGY MASTER PLAN FOR ENOCH MGJIMA LOCAL MUNICIPALITY

T1.2 TENDER DATA

The conditions of tender are as contained in the latest edition of SANS 10845-3, *Standard conditions of tender*.

The conditions of tender are as contained in the latest edition of SANS 10845-3, *Standard conditions of tender*.

SANS 10845-3 makes 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 provisions of SANS 10845-3 and as contained in the Framework for Infrastructure Delivery and Procurement Management.

Clause number	Tender Data
3.1	The employer is the Municipal Infrastructure Support Agent (MISA) , an entity within the South African Ministry for Cooperative Governance and Traditional Affairs (CoGTA), established in terms of Presidential Proclamation No. 29 of 2012.
3.3	The Tender documents issued by the employer comprise the documents listed on the contents page.
3.4	The Employer's Representative is: Name: Ms. Pati Kgomo Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 Telephone: 012 848 5300 Email: lumka.tyikwe@misa.gov.za
3.5	The language of communications is English

Clause number	Tender Data
4.13.5	Tender offer shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a memory stick.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 th day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 3 working days before tender closing time.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
SFU (clause 4.3.1)	Breakdown points for Functionality points are outlined in 5.11.9 below. The procedure for the evaluation of responsive tenders is detailed as follows: Phase 1: Administrative requirements and Mandatory requirements Phase 2: Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation in Stage 3. Tenderers which do not meet minimum functionality points of 75 will then be rejected. Phase 3: Price and preference (80/20 system) <u>1. PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</u> Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration: 1. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. 2. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners. 3. In case of having a subsidiary arrangement, shall submit an audited proof (letter or

Clause number	Tender Data
	shareholding certificate) of agreement between the holding company and the subsidiary. 4. None of the documents with correction fluid on them. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory. 5. The tender documents issued by MISA are not tampered and remain intact 6. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink Other Conditions of bid (Non eliminating, unless expressly mentioned in the document): 1. The bidder must be registered on the Central Supplier Database (CSD) prior the award 2. All tenderer's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. 3. Failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically results in the non-awarding of points for B-BBEE. 4. Should the tenderer intends to sub-contract more than 25%, it is compulsory to submit valid B-BBEE certificates or a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective if the main tenderer submitted an original or certified copy of his/her own B-BBEE certificate. 5. A valid original or certified copy of amended B-BBEE Certificate verified by SANAS must be submitted with the tender OR a valid original or certified copy of an attested by a commissioner of Oaths prepared and issued in terms of the amended B-BBEE must be submitted with the tender in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid original or certified copy of consolidated amended B-BBEE Certificate verified by SANAS B-BBEE Certificate verified by SANAS must submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE. 6. Tenderers which are EMEs or QSEs should make use of the attached compliant Sworn affidavits, if not having their own, to claim B-BBEE points <u>2. PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</u> 1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set. 2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.

Clause number	Tender Data																				
	3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9. 4. A Tender scoring an average score below 75 points in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation. 5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so. 6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality. 3. PHASE THREE: EVALUATION FOR PRICE AND SPECIFIC GOALS THE SPECIFIC GOALS TO BE USED FOR THIS BID WILL BE B-BBEE STATUS LEVEL CONTRIBUTOR WILL BE MEASURED AS FOLLOWS. Points for B-BBEE Status Level of Contribution (P_p) Maximum of 20 points are allocated for Preferential Procurement Goals. Preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below: <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of point (80/20 system)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> Points for Bid Price (P_s) Maximum of 80 points are allocated to Bid Price on the following basis: $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ Where P_s = Points scored for comparative price of the Bid under consideration	B-BBEE Status Level of Contributor	Number of point (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
B-BBEE Status Level of Contributor	Number of point (80/20 system)																				
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5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant contributor	0																				

Clause number	Tender Data															
	P_t = Comparative price of the Bid under consideration P_{min} = Comparative price of lowest qualified Bid 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. <table><tr><th>Criteria</th><th>Points</th></tr><tr><td>POINTS ON PRICE</td><td>80</td></tr><tr><td>SPECIFIC GOALS</td><td>20</td></tr><tr><td>TOTAL</td><td>100</td></tr></table>	Criteria	Points	POINTS ON PRICE	80	SPECIFIC GOALS	20	TOTAL	100							
Criteria	Points															
POINTS ON PRICE	80															
SPECIFIC GOALS	20															
TOTAL	100															
5.11.9	A Tender scoring below <u>75 points</u> in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation. <table><tr><th>Quality criteria</th><th>Evaluation schedule</th><th>Maximum number of points</th></tr><tr><td>Experience of the Tenderer</td><td>Schedule 1</td><td>15</td></tr><tr><td>Experience of Key Personnel</td><td>Schedule 2</td><td>55</td></tr><tr><td>Approach Paper</td><td>Schedule 3</td><td>30</td></tr><tr><td colspan="2">Maximum possible score for functionality(M_s)</td><td>100</td></tr></table>	Quality criteria	Evaluation schedule	Maximum number of points	Experience of the Tenderer	Schedule 1	15	Experience of Key Personnel	Schedule 2	55	Approach Paper	Schedule 3	30	Maximum possible score for functionality(M_s)		100
Quality criteria	Evaluation schedule	Maximum number of points														
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Approach Paper	Schedule 3	30														
Maximum possible score for functionality(M_s)		100														

5.11.9	Functionality criteria broken down into sub criteria: 1. Experience of the Tenderer 2. Experience of Key Personnel 3. Approach Paper Schedule Evaluation Schedule 1: Tenderer's Relevant Project Experience (15) Explanation of how points will be awarded for Relevant Project Experience The project chosen for referencing should be for work done. Tenderers shall submit reference letters from the employer for the projects successfully completed. The projects should be within previous 10 years period from the date of tender advert. The scoring of tenderer's experience will be as below: 1. Letter of completion or reference letter for completed project in the following: Energy Master Plans, Network Development Plans, Electrification Master Plan. This experience must only relate to instance where the tenderer acted as the main/principal consultant. Where service provider acted as a sub-consultant, letter of completion or reference letter can be from the principal consultant supported by the principal consultant's appointment letter and reference letter. <u>15 points</u> • Less than 1 project = 3 points • 2 to 4 projects = 5 points • 5 to 7 Projects = 10 Points • 8 to 10 Projects = 15 points NB: Tenderers should bear in mind that claims about the number of projects completed and the respective values will be verified in a number of ways, including contacting references. MISA reserves the right to verify all information presented by the tenderer. Evaluation Schedule 2: Experience of the key personnel responsible for the management of the project and the project team (55 points) The experience of all the key personnel will be evaluated in relation to their respective academic qualifications, professional registration and experience (as explained herein in this schedule) on projects having scope of work relevant to this project and positions proposed by the tenderer. CVs of key personnel should be submitted along with the submission referring to this schedule, preferably, using font Arial regular 10 points having margins at each side no less than 2,54 cm and line spacing 1,50 for each of the proposed key personnel.
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The CV including qualifications and proof of registration will be used for the evaluation of each personnel I for this section.

The scoring of the personnel will be as below: 55 points.

(Team Leader = 20, Support Personnel = 35)

A. Team Leader – 1 [Total 20 points]

1. Qualifications and Professional Registration (ECSA) 5 points

- a) Diploma in Electrical Engineering + (Pr Techni Eng) = 2 points
- b) Degree (BSc / B Tech in Elec. Engineering) + (Pr Eng/Pr Tech Eng) = 5 points

Scoring: Only Qualifications submitted with proof of Professional Registration from Engineering Council of South Africa will be scored and where only proof of Qualification or only proof of Professional Registration the bidder will be scored zero.

2. Years of work experience (after 1st degree graduation) 10 points

- a) Below 5 years = 0 points
- b) 5 to below 7 years = 3 points
- c) 7 to below 10 years = 4 points
- d) 10 years and above = 5 points

3. Highest value (Project Contract Value) of a completed single project, either Energy Master plan, Renewable energy integration studies, Power lines and substation design projects and energy efficiency and demand side management studies as a Project Leader 5 points

- a) Below R500 000 = 2 points
- b) R 500 000 to below R 800 000 = 3 points
- c) R 800 000 to below R 1 Million = 4 points
- d) R 1 Million and above = 5 points

B : Support Personnel – [Total 35 points]

The support personnel with the following expertise are required:

- **Electrical Engineer:** Registered as a Professional with ECSA Electrical Engineering (Experienced in Energy Master plan, Renewable energy integration studies, Power lines and substation design projects and energy efficiency and demand side management studies) **(15 points)**
- **Town Planner:** Registered as a Professional with SACPLAN with a Bachelor's Degrees in Urban and Regional Planning and a minimum of 5 years post registration experience in spatial planning and land use management, specifically the development of Spatial Development Frameworks) **(10 points)**
- **Geographic Information Systems Specialist:** A GIS Practitioner with a Bachelor's Degree Geographic Information Science or Geographic Information Systems and registered as a GISc Professional or Technologist with South African Geomatics Council (SAGC) with 5 years post-qualification experience in geographic information systems, visualization and capturing of data from various formats and sources spatial mapping and analysis of energy infrastructure related projects, design and implement a database to store required data sets **(10 points)**

Scoring: Each of the professionals will be scored individually on full points as detailed hereunder and each support professional score will be added together for total points for evaluation purposes. The total maximum score for this section for all Support Engineers is **35**.

Only Qualifications submitted with proof of Professional Registration from a reputable professional body will be scored and where only proof of Qualification or only proof of Professional Registration is submitted the bidder will be scored zero.

Evaluation of Electrical Engineer(Total = 15 points)

1. Qualifications and registration **5 points**
 - a) Diploma (Electrical Engineering) + (Pr Techni) = 1 point
 - b) Degree (BSc / B Tech in Electrical Engineering) + (Pr Eng/Pr Tech Eng)= 3 points
 - c) Master's or Doctorate Degree (as above) + (Pr Eng/Pr Tech Eng) = 5 points

2. Years of work experience (after 1st degree graduation) **10 points**

- a) Below 5 years = 2 points
- b) 5 to below 7 years = 4 points
- c) 7 to below 10 years = 6 points
- d) 10 years and above = 8 points
- e) 15 years and above = 10 points

Evaluation of a Town Planner (Total = 10 points)

1. Qualifications and professional registration with SACPLAN **5 points**

- f) Bachelor's Degree = 3 points
- g) Honours Degree = 4 points
- h) Master's Degree or above = 5 points

2. Years of work experience (after registration with SACPLAN) **5 points**

- i) Below 5 years = 1 point
- j) 5 to below 7 years = 3 points
- k) 7 to below 10 years = 4 points
- l) 10 years and above = 5 points

Evaluation of a GIS Specialist/Professional (Total = 10 points)

1. Qualifications + professional registration with SAGC **10 points**

- m) National Diploma + SAGC Reg + 5 years' experience = 5 point
- n) Bachelor's Degree + SAGC Reg + 5 years' experience = 8 points
- o) Master's Degree or above + SAGC Reg + 5 years' experience = 10 points

	Evaluation Schedule 3: Methodology/ Approach (30 points) The approach paper must respond to the scope of work (reference: C3 Scope of work). Methodology must be comprehensive and must indicate sufficient knowledge of the subject matter, cover innovative and efficient approaches towards identification of the renewable energy resources in the area. The approach proposal should articulate what value-add the respondent will provide in achieving the stated objectives for the project. Must demonstrate sufficient understanding of the scope of work and desired outcomes: not more than 10 pages. The approach paper must contain at least the following: Table of Contents: Listing of contents of the approach paper with page numbers and/ references to annexures (if any); Executive Summary: A brief summary of the whole contents of the approach paper; Approach: Detailed approach that the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the activities/ deliverables as have been foreseen in 'Part C3.1 Scope of work', detailing at least the following: 1. Technical approach and methodology should explain the PSPs understanding of the project objectives. It should highlight the issues of importance and explain the technical approach they will adopt to address them. The proposal should explain the methodologies, which are to be adopted, demonstrate the compatibility of these methodologies with the proposed approach and address any modifications required to complete the proposed scope of work. 2. Management method should be developed and approved during the project-planning phase (inception phase) to confirm major deliverables/milestone and acceptance criteria. It should also be used to manage approved project processes and responsibilities. 3. Stakeholder identification, management and reporting mechanism to be followed. 4. Discuss the process of high-level benchmarking with other municipalities during the execution of the study and how this exercise will benefit the project.
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	The scoring of the approach paper will be as detailed hereunder:		
	Evaluating Point	Assessment Criteria	Maximum allocated point(s)
	Approach		<u>30 points</u>
	Methodology to be adopted	Program knowledge (5), informative appropriateness of proposed approach (5) and presentation and organogram (5)	15 points
	Project implementation schedule/Programme (Listed Activity in the section C3: Scope of Work)	Appropriateness of identified tasks (2), deliverables (1), defining milestones (1) and timeliness (1) with interdependencies to ensure delivery of the project on time	5 points
	Project implementation Risks, Stakeholder identification and management	Adequacy of understanding of program risks (2) and appropriateness of stakeholder's identifications (3)	5 points
	Skills Transfer	Skills Transfer to MISA Young Graduate (Training of MISA Young Graduate to understand development of energy strategies)	5 points
5.13	Tender offers will only be accepted if: - 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; - the tenderer has not: - abused the Employer's Supply Chain Management System; or - failed to perform on any previous contract and has been given a written notice to this effect; - the tenderer has duly completed and signed the SBD 4, Incomplete or unsigned or poorly completed forms will lead to a bidder being declared non responsive. - the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.		

	5. 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; 6. the tenderer/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. 7. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.
5.14	The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.
5.17	The additional conditions of tender are: Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
5.17	Cancellation and re-invitation of tenders MISA may, prior to the award of the tender, cancel the tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received; or (d) Tender validity period has expired; or (e) Gross irregularities in the tender processes and/or tender documents; or (f) No market related offer received (after attempts of negotiation processes) Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
	TENDER AWARD A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender). B. Preference point 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. C. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3rd decimal place is 1 up-to 4, the points up to 2nd decimal place will be considered and</i>

	<i>if it is 5 up to 9, 1 will be added to the number at 2nd decimal place and the resulting point will be considered.)</i> D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of preference points for B-BBEE. E. However, in the event that two or more Tenders have scored equal point including equal preference points for B-BBEE, the successful tender must be the one scoring the highest points for quality. F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer. ADDITIONAL CONDITIONS OF TENDER The additional conditions of Tender are: A. Joint Venture Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents. B. Costs incurred by Bidder The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith. C. Acceptance of Bid The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender. D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award Should a Tenderer a) Withdraw his Tender during the period of its validity; <u>or</u> b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u> c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer; then the Tenderer shall be liable for and pay to the Employer – i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so; ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received;
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	iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be. And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default. Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption. E. Repudiation of Tender or Invalidation of Contract If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract; a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract; b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour; c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company; d) to refrain from Tendering for this Contract; e) as to the amount of the Tender to be submitted by either party; f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid. The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already. F. South African Jurisdiction The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him. Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa. G. Amendments to Tender by Employer a) Arithmetical Errors
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	The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006): i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices. b) Imbalance in Tender Rates In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him. The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.
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Municipal Infrastructure Support Agent (MISA)
Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

Tender No. MISA/EM/EC/005/2023/24

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP AN
ENERGY MASTER PLAN FOR ENOCH MGIJIMA LOCAL MUNICIPALITY**

RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

A. Documentation to demonstrate eligibility to have tenders evaluated

The required documentation as listed in **Clause 4.1 of T1.2 Tender Data**, must be submitted along with the tender for determining the eligibility of the tender.

Failure to provide these documents (A) shall result in the tenderer's tender not being evaluated.

B. Returnable schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant, which are attached here with the tender documents.

1. SBD 1 - Invitation to Bid
2. SBD 4 - Declaration on Interest
3. SBD 6.1 – Preference Points claim form
4. Samples of Sworn Affidavits- A. EMEs and B. QSES (For tenderers with no B-BBEE Certificates)
5. CSD report Annexure

6. Tender's certificates Annexure
7. Resolution for Signatory
8. Certificate of Joint Ventures
9. Schedule 1: Experience of the tenderer
10. Schedule 2: Experience of key person
11. Schedule 3: Plant and Equipment

C. Other documents contained herein in the tender documents required for tender evaluation purposes as listed below.

1. Record of Addenda to Tender Documents
2. Proposed Amendments and Qualifications

D. Documentation that will be used for evaluation and to incorporate into the contract, if the tender offer resulted in an award

1. The offer portion of C1.1 Form of offer and acceptance
2. Part 2 of C1.2 Contract data relevant to tenderer
3. C2.2 Price List

T2.2 RETURNABLE SCHEDULES

1. PART A – INVITATION OF BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MISA/EM/EC/005/2023/24		CLOSING DATE:	28 August 2023	CLOSING TIME: 11H00
DESCRIPTION:	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP AN ENERGY MASTER PLAN FOR ENOCH MGJIMA LOCAL MUNICIPALITY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1303 Heuwel Avenue, Riverside Office Park, Letaba House (FIRST FLOOR) Centurion, 0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Lumka Tyikwe				
TELEPHONE NUMBER	012 848 5300				
E-MAIL ADDRESS	lumka.tyikwe@misa.gov.za				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, COMPLETE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B – TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

2. SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....
.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to bid:

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this bid are allocated as follows:

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

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

- 1.6 The organ of state reserves the right to require of a 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 organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this bid:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the bid documents, stipulate in the case of—

(a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system; or

(b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
B-BBEE STATUS LEVEL	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the 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;

ADDENDUM NO.	DATE	TITLE OR DETAILS

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

RECORD OF AMENDMENTS TO BID DOCUMENTS

I / We confirm that the following communications amending the bid documents that I / we received from Municipal Infrastructure Support Agent or their representative before the closing date for submission of bids have been taken into account in this bid.

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Bidder)

.....

SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

**3. SAMPLES OF GENERIC SECTOR CODERS SWORN AFFIDAVITS-
A. EMES AND B. QSES (FOR TENDERERS WITH NO B-BBEE
CERTIFICATES SWORN AFFIDAVIT - TEMPLATES**

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

NB:CHOOSE ONE i.e EME or QSE!!!!)

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:
 - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

4. CSD REPORT ANNEXURE - PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)

(ATTACH HERE)

5. VALID CERTIFICATES OF A TENDERER

(ATTACH HERE)

6. RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

7. 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 Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, 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.		
PROJECT TITLE		
SCMU NUMBER		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.
.		Signature. Name Designation.
.		Signature. Name Designation.
.		Signature. Name Designation.

8. EVALUATION SCHEDULE 1: TENDERER'S RELEVANT PROJECT EXPERIENCE (15)

Explanation of how points will be awarded for Relevant Project Experience

The project chosen for referencing should be for work done. Tenderers shall submit reference letters from the employer for the projects successfully completed. The projects should be within previous 10 years period from the date of tender advert.

The scoring of tenderer's experience will be as below:

1. Letter of completion or reference letter for completed project in the following: Energy Master Plans, Network Development Plans, Electrification Master Plan. This experience must only relate to instance where the tenderer acted as the main/principal consultant. Where service provider acted as a sub-consultant, letter of completion or reference letter can be from the principal consultant supported by the principal consultant's appointment letter and reference letter.

15 points

- Less than 1 project = 3 points
- 2 to 4 projects = 5 points
- 5 to 7 Projects = 10 Points
- 8 to 10 Projects = 15 points

NB: Tenderers should bear in mind that claims about the number of projects completed and the respective values will be verified in a number of ways, including contacting references. MISA reserves the right to verify all information presented by the tenderer.

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference letter(s) presented by the tenderer are within his/her personal knowledge and are to the best of his/her knowledge both are true and correct.

Signed

Date

Name

Position

Enterprise name

9. EVALUATION SCHEDULE 2: EXPERIENCE OF THE KEY PERSONNEL RESPONSIBLE FOR THE MANAGEMENT OF THE PROJECT AND THE PROJECT TEAM (55 points)

The experience of all the key personnel will be evaluated in relation to their respective academic qualifications, professional registration and experience (as explained herein in this schedule) on projects having scope of work relevant to this project and positions proposed by the tenderer.

The CV including qualifications and proof of registration will be used for the evaluation of each personnel / for this section.

The scoring of the personnel will be as below:

55 points.

(Team Leader = 20, Support Personnel = 35)

A. Team Leader – 1 [Total 20 points]

1. Qualifications and Professional Registration (ECSA) **5 points**

- c) Diploma in Electrical Engineering + (Pr Techni Eng) = 2 points
- d) Degree (BSc / B Tech in Elec. Engineering) + (Pr Eng/Pr Tech Eng) = 5 points

Scoring: Only Qualifications submitted with proof of Professional Registration from Engineering Council of South Africa will be scored and where only proof of Qualification or only proof of Professional Registration the bidder will be scored zero.

2. Years of work experience (after 1st degree graduation) **10 points**

- a) Below 5 years = 0 points
- b) 5 to below 7 years = 3 points
- c) 7 to below 10 years = 4 points
- d) 10 years and above = 5 points

3. Highest value (Project Contract Value) of a completed single project, either Energy Master plan, Renewable energy integration studies, Power lines and substation design projects and energy efficiency and demand side management studies as a Project Leader **5 points**

- a) Below R500 000 = 2 points
- b) R 500 000 to below R 800 000 = 3 points
- c) R 800 000 to below R 1 Million = 4 points
- a) R 1 Million and above = 5 points

B. Support Personnel – [Total 35 points]

The support personnel with the following expertise are required:

- **Electrical Engineer:** Registered as a Professional with ECSA Electrical Engineering (Experienced in Energy Master plan, Renewable energy integration studies, Power lines and substation design projects and energy efficiency and demand side management studies) **(15 points)**
- **Town Planner:** Registered as a Professional with SACPLAN with a Bachelor's Degrees in Urban and Regional Planning and a minimum of 5 years post registration experience in spatial planning and land use management, specifically the development of Spatial Development Frameworks) **(10 points)**
- **Geographic Information Systems Specialist:** A GIS Practitioner with a Bachelor's Degree Geographic Information Science or Geographic Information Systems and registered as a GISc Professional or Technologist with South African Geomatics Council (SAGC) with 5 years post-qualification experience in geographic information systems, visualization and capturing of data from various formats and sources spatial mapping and analysis of energy infrastructure related projects, design and implement a database to store required data sets **(10 points)**

Scoring: Each of the professionals will be scored individually on full points as detailed hereunder and each support professional score will be added together for total points for evaluation purposes. The total maximum score for this section for all Support Engineers is **35**.

Only Qualifications submitted with proof of Professional Registration from a reputable professional body will be scored and where only proof of Qualification or only proof of Professional Registration is submitted the bidder will be scored zero.

Evaluation of Electrical Engineer (Total = 15 points)

1. Qualifications and registration **5 points**
 - e) Diploma (Electrical Engineering) + (Pr Techni) = 1 point
 - f) Degree (BSc / B Tech in Electrical Engineering) + (Pr Eng/Pr Tech Eng) = 3 points
 - g) Master's or Doctorate Degree (as above) + (Pr Eng/Pr Tech Eng) = 5 points
2. Years of work experience (after 1st degree graduation) **10 points**
 - h) Below 5 years = 2 points
 - i) 5 to below 7 years = 4 points
 - j) 7 to below 10 years = 6 points
 - k) 10 years and above = 8 points
 - l) 15 years and above = 10 points

Evaluation of a Town Planner (Total = 10 points)

1. Qualifications and professional registration with SACPLAN 5 points

- | | | |
|-----------------------------|---|----------|
| a) Bachelor's Degree | = | 3 points |
| b) Honours Degree | = | 4 points |
| c) Master's Degree or above | = | 5 points |

2. Years of work experience (after registration with SACPLAN) 5 points

- | | | |
|------------------------|---|----------|
| a) Below 5 years | = | 1 point |
| b) 5 to below 7 years | = | 3 points |
| c) 7 to below 10 years | = | 4 points |
| d) 10 years and above | = | 5 points |

Evaluation of a GIS Specialist/Professional (Total = 10 points)

1. Qualifications + professional registration with SAGC 10 points

- | | | |
|--|---|-----------|
| a) National Diploma + SAGC Reg + 5 years' experience | = | 5 point |
| b) Bachelor's Degree + SAGC Reg + 5 years' experience | = | 8 points |
| c) Master's Degree or above + SAGC Reg + 5 years' experience | = | 10 points |

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference letter(s) presented by the tenderer are within his/her personal knowledge and are to the best of his/her knowledge both true and correct.

Signed

Date

Name

Position

Enterprise name

10. EVALUATION SCHEDULE 3: METHODOLOGY/ APPROACH (30 points)

The approach paper must respond to the scope of work (reference: C3 Scope of work).

Methodology must be comprehensive and must indicate sufficient knowledge of the subject matter, cover innovative and efficient approaches towards identification of the renewable energy resources in the area. The approach proposal should articulate what value-add the respondent will provide in achieving the stated objectives for the project. Must demonstrate sufficient understanding of the scope of work and desired outcomes: **not more than 10 pages**.

The approach paper must contain at least the following:

Table of Contents: Listing of contents of the approach paper with page numbers and/ references to annexures (if any);

Executive Summary: A brief summary of the whole contents of the approach paper;

Approach: Detailed approach that the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the activities/ deliverables as have been foreseen in 'Part C3.1 Scope of work', detailing at least the following:

1. Technical approach and methodology should explain the PSPs understanding of the project objectives. It should highlight the issues of importance and explain the technical approach they will adopt to address them. The proposal should explain the methodologies, which are to be adopted, demonstrate the compatibility of these methodologies with the proposed approach and address any modifications required to complete the proposed scope of work.
2. Management method should be developed and approved during the project-planning phase (inception phase) to confirm major deliverables/milestone and acceptance criteria. It should also be used to manage approved project processes and responsibilities.
3. Stakeholder identification, management and reporting mechanism to be followed.
4. Discuss the process of high-level benchmarking with other municipalities during the execution of the study and how this exercise will benefit the project.

The scoring of the approach paper will be as detailed hereunder:

Evaluating Point	Assessment Criteria	Maximum allocated point(s)
Approach		<u>30 points</u>
Methodology to be adopted	Program knowledge (5), informative appropriateness of proposed approach (5) and presentation and organogram)	15 points
Project implementation schedule/Programme (Listed Activity in the section C3: Scope of Work)	Appropriateness of identified tasks (2), deliverables (1), defining milestones (1) and timeliness (1) with interdependencies to ensure delivery of the project on time	5 points
Project implementation Risks, Stakeholder identification and management	Adequacy of understanding of program risks (2) and appropriateness of stakeholder's identifications (3)	5 points
Skills Transfer	Skills Transfer to MISA Young Graduate (Training of MISA Young Graduate to understand development of energy strategies)	5 points

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed _____ Date _____

Name: _____ Capacity: _____

Name of the Firm: _____

**C. OTHER DOCUMENTS CONTAINED HEREIN IN THE TENDER DOCUMENTS
REQUIRED FOR TENDER EVALUATION PURPOSES AS LISTED BELOW.**

11. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

12. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender No. MISA/EM/EC/005/2023/24

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP AN ENERGY MASTER PLAN FOR ENOCH MGIJIMA LOCAL MUNICIPALITY

The Contract

Based on

NEC 3: Engineering and Construction Contract (Option A: Priced Contract with Activity Schedule)

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of offer and acceptance

C1.2 Contract data

FORM OF OFFER AND ACCEPTANCE

OFFER

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of services as described in Part 1 of the Contract Data.

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 authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the *Contractor* 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 VAT AND EXPENSES,
calculated in accordance with the *conditions of contract as detailed hereunder*:

Total Amount: R _____ (in figure), (Rand _____

_____) (in word)

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the conditions of contract identified in the Contract Data.

Signature

Date:

Name

Capacity

**For the
tenderer:**

Name &
signature
of witness

.....
*(Insert name and address of
organisation)*

Date

ACCEPTANCE

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 Contractor 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 Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

and drawings and documents (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 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 of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (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

Date:

—

Name(s) Ms Pati Kgomo
Capacity Acting Chief Executive Officer
For the Municipal Infrastructure Support
Employer Agent

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

5 Subject

Details

.....

.....

.....

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Cooperative Governance & Traditional Affairs

Tender No. MISA/EM/EC/005/2023/24

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP AN ENERGY MASTER PLAN FOR ENOCH MGIJIMA LOCAL MUNICIPALITY

C1.2 CONTRACT DATA

The Conditions of Contract are the NEC3 Professional Services Contract (Third edition of April 2013) published by the Institution of Civil Engineers (ICE), United Kingdom. It is assumed that the Tenderer is in possession of the Conditions of Contract or able to possess one.

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract, which requires it. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the above referenced NEC3.

Part one - Data provided by the *Employer*

1 General

The conditions of the contract are the core clauses and the clauses for main Options

A: Priced contract with activity schedule

Dispute resolution Option

W1: Dispute resolution procedure

And secondary Option

X2: Changes in Law

X10: Employer's Agent

Z: Additional conditions of contract
of the NEC 3

10.1	<i>The Employer is</i> Municipal Infrastructure Support Agent Physical Address: Lethaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 Postal Address: Private Bag X105, Centurion 0046 Telephone: 012 848 5300				
11.2(7)	The <i>Scope</i> is as given in section C3: Scope of works of tender documents				
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa				
13.1	The <i>language of this contract</i> is English				
13.3	The <i>period of reply</i> is 2 weeks				
2	The Parties' main responsibility				
22.1	If the Service provider subcontracts work, it should not be more than 25% of the total value of the contract.				
3	Time				
30.1	The <i>starting date</i> is 14 days after the date of issuance (exclusive) of the award letter unless otherwise agreed by the Parties				
11.2(2)	The <i>completion date</i> for the whole of the <i>services</i> is ...12.... calendar months after the start date.				
31.1	The <i>Service Provider</i> submits programme with the tender according to the <i>Scope</i> , considering the <i>starting date</i> and <i>completion date</i> , which will be adjusted, if need be, based on proposed duration in the programme through consultation..				
5	Payment				
50.1	The <i>assessment interval</i> is monthly on or before the 20th day of each successive month.				
50.3	The <i>expenses</i> stated by the <i>Employer</i> are <table border="1"> <thead> <tr> <th>Item</th><th>Amount</th></tr> </thead> <tbody> <tr> <td> </td><td> </td></tr> </tbody> </table>	Item	Amount		
Item	Amount				

• printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports • covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports • maps, models and presentation materials required by the <i>Employer</i>	market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers
• Accommodation where the services necessitates that staff identified in Part 2 of the Contract Data to be accommodated in areas as identified by the <i>Employer</i> to perform the services authorised by the <i>Employer</i>	Cost limited to R 1 400 per person per day including bed and breakfast.
• Vehicle travel within areas identified by the employer to perform the services as authorised by the <i>Employer</i>. (For Staff identified in Part 2 of the Contract Data)	in accordance with the latest Rates Department of Transport Department of Transport

51.1 The period within which the payments are made is **thirty** days from the date of receipt (exclusive) of the invoice.

51.2 The *currency of this contract* is the South African Rand.
The *interest rate* is the Prime lending rate of the *Employer's* Bank.

6 Compensation events

7 Rights to material

No data required for this section of the *conditions of contract*.

80 Indemnity, insurance and liabilities

8.1 The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	Cover	The period following Completion of the whole of the works or earlier termination
Risk of design deficiency and or errors for which events Professional Indemnity would cover.	R 1 million in respect of each claim, without limit to the number of claims	Until the end of the <i>defects date</i> .
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as	Until the end of the <i>completion date</i> .

	their employment in connection with this contract All risk contract works	amended and whatever the Service Provider deems desirable also Amount of cover to match contract value	
81.1	The <i>Employer</i> provides no insurance cover.		
81.2	The <i>Consultant</i> provides the certificate(s) from accredited insurer(s) or broker(s) of South Africa stating that the insurance(s) required by this contract are in force prior to the signing of the contract arising from the award.		
9	Termination and dispute resolution		
	No data required for this section of the <i>conditions of the contract</i> .		
10	Data for main Option clause		
A	Priced contract with activity schedule		
	No data required for this section of the <i>conditions of the contract</i> .		
11	Data for Option W1		
W1.1	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za),		
W1.2(3)	The <i>adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).		
W1.4((2)	The <i>tribunal</i> refers to a South African Court of Law		
12	Data for secondary Option clause(s)		
Option X1	Price adjustment for Inflation		
X1.1	Contract Price Adjustments/Increases (CPA/CPI)		
	No CPA or CPI will apply for this contract		
X7	The <i>delay damages</i> for completion of the wholes of the works are R1 000 per calendar day		
X2	Change in the law		
X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.		
X10	Employer's Agent		

X10.1 The *Employer's Agent* is
Chief Executive Officer (Or Designated MISA Official)
Mr Ntandazo Vimba
Physical Address: Letaba House, Riverside Office Park
 1303 Heuwel Avenue, Centurion, Pretoria 0046
Postal Address: Private Bag X105, Centurion 0046
Telephone: 012 848 5300

Z ***Additional conditions of contract***

The *additional conditions of contract* are

Z1 **Tax invoices**

The *Service Provider's* invoice.

Delete the first sentence of core clause 50.2 and replace with:

Invoices submitted by the *Service Provider* to the *Employer* include

the details stated in the *Scope/ Price Schedule* to show how the amount due has been assessed, and

the details required by the *Employer* for a valid tax invoice.

Delete the first sentence of core clause 51.1 and replace by:

The *Employer* makes each payment within **thirty** days from the date of receipt (exclusive) of the *Service Provider's* invoice showing the details, which this contract requires or if a different period is stated in the Contract Data, within the period stated.

Z2 **Selection and appointment of the *Adjudicator***

Add the following paragraph to clause W.1.2(1)

Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the Contract. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013.

Z3 **Acts or omissions by mandatories**

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Consultant* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Consultant* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Consultant* contemplated in section 37(2).

Part two - Data provided by the *Consultant*

10.1 *The Consultant is*

Name: _____

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

22.1 The *Consultant's* key persons are:

1 Name: _____

Position in the Project Team: _____

Responsibilities:

Qualifications:

Physical Address: _____

_____ Post Code: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Fax: _____

Mobile: _____ Email: _____

(Please use the table 1 below referring to this clause for detailing information for all key *Consultant's* key persons as indicated referred to **T2.2 Returnable schedules: Evaluation Schedule 2**

Table 1: List of Key Personnel (See the example below)

No	Role	Name and Surname	Qualification and date attained	Professional Registration and date registered	Reg. Number	Total Number of Experience
1	Team Leader					
2	Electrical Engineer					
3	Town Planner					
4	Geographic Information Systems Specialist					

Additional Personnel if Applicable

No	Role	Name and Surname	Qualification and date attained	Professional Registration and date registered	Reg. Number	Total Number of Experience
1						
2						
3						
4						

PRICING DATA

C2.1 PRE-AMBLE OF THE PRICING SCHEDULE

1. Pricing Assumptions forms part of the contract documents and must be read in conjunction with all the other documents comprising the tender documents.
2. The Tenderer has to quote prices against each of the items of price lists (C2.2: Pricing list) covering all services as deemed required for the successful completion of each of the items.
3. The tenderer has to reach a total cost of each of the deliverable (as explained in Section C3: Scope of works) to arrive at the project cost; these costs are inclusive of all activities costs and VAT. No other costs, under any circumstances, would be payable against accepted completed deliverables.
4. Expenses costs will be paid according to the latest Rates for Reimbursable expenses published on www.publicworks.gov.za. Service Providers will be reimbursable based on actual cost for only for the professionals listed in the Evaluation Schedule 2. All travel shall have to be according to the requirement of the project and approved by the Project Manager prior to actual travel. Travel expenses item in the Activity Schedule include VAT.
5. The tenderer has to submit, together with the tender, details of the quoted total cost using the table given in **Annexure A: Breakdown of Costs of Quoted Price**. Each of the deliverables has to be cost detailing of activities showing personnel input and rate, showing all possible cost inclusive of all taxes (except VAT) to be incurred by the tenderer in executing the project, staff, administration, profit margin, etc. showing rates, quantities and total amount. This is to justify the tenderer's tendered price.
6. The quantities may increase or decrease according to the actual need of the project wherever quantities are provided except those items with 'Lump Sum' units.
7. All items on the Price List must be priced.
8. Tenderers must note that in case of a successful tenderer offering discount, the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.
9. The Tenderers may be asked for time-based work on activities identified during the execution of the project in addition to the priced items, which will be deemed necessary by the Project. **The cost of the engagement shall be determined based on the personnel rate given by the Tenderer in arriving at a price for the tender and be paid out of the provisional sum provided in the price schedule.**
10. All rates and sums of money quoted in the 'Price list' shall be in South African Rand and whole cent. Fractions of a cent shall be discarded.
11. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Service Provider. The validity of the Contract shall in no way be affected by differences between the quantities in the Activity Schedule and the quantities certified for payment.
12. Tenderers should take note that payment will be only based on acceptable completed deliverable on production of appropriate tax invoice(s). Any payment claimed as part completion of an activity may be considered if the completion of work is acceptable and does not influence the completion of the rest of activities at agreed pro-rata with the Project Manager.

13. Tenderers should submit a cash flow projection for the whole project aligned with implementation schedule for completion of each activity (clause 31,1 of NEC 3, PSC) taking into account the *starting date* and *completion date* (ref: C1.2 Tender data), which will be adjusted at inception with the agreed Project Implementation Plan (PIP).
14. Costs incurred by the Consultant other than the listed expenses are assumed as included in the Rates and Prices quoted. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.
15. Tenderers must note that the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.
16. For the purposes of this Schedule of costs the following words shall have the meanings hereby assigned to them:
- **Unit:** The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
 - **Quantity:** The number of units of work for each item
 - **Rate:** The payment per unit of work at which the Bidder bids to do the work
 - **Amount:** The quantity of an item multiplied by the bid rate of the (same) item
 - **Sum:** An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
 - **Provisional Sum** - is an allowance, usually estimated by the employer, that is inserted into the tender documents for a specific element of the works that is not yet defined in enough detail for tenderers to price. The Prov-Sum is calculated estimate which must not be exceeded.
17. The units of measurement indicated in the Schedule of costs are metric units. The following abbreviations may appear in the Bill of Quantities:
- | | | |
|----------------------|---|-----------------------|
| mm | = | millimetre |
| m | = | metre |
| km | = | kilometre |
| km-pass | = | kilometre-pass |
| m ² | = | square metre |
| m ² -pass | = | square metre-pass |
| ha | = | hectare |
| m ³ | = | cubic metre |
| m ³ -km | = | cubic metre-kilometre |
| kW | = | kilowatt |
| kN | = | kilonewton |
| kg | = | kilogram |
| t | = | ton (1 000 kg) |
| % | = | per cent |
| MN | = | meganewton |
| MN-m | = | meganewton-metre |
| PC Sum | = | Prime Cost Sum |
| Prov Sum | = | Provisional Sum |



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. MISA/EM/EC/005/2023/24

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP AN ENERGY MASTER PLAN FOR ENOCH MGIIJIMA LOCAL MUNICIPALITY

C2.2.1 THE PRICING SCHEDULE

A tenderer has to quote all of the items of the pricing schedule.

The Client makes entries in the first five columns.

For each row:

1. If the *Consultant* is to be paid an amount for an item that is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
2. If the *Consultant* is to be paid an amount for an item of work, which is the rate for work multiplied by the quantity completed, the tenderer enters the rate, which is then multiplied by the expected quantity to produce the Price, which is also entered.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

C2.2.1 THE PRICING SCHEDULE (ACTIVITY)

SUMMARY		
DELIVERABLE NUMBER	DESCRIPTION	AMOUNT
Deliverable 1	Inception report and programme (5%)	
Deliverable 2	Status Quo Assessment and Investigation Report (25%)	
Deliverable 3	Analysis Report (20%)	
Deliverable 4	Draft Masterplan Report (40%)	
Deliverable 5	Final Masterplan Report and Contract Closeout (10%)	
▪ Sub-Total 1 (Cost of Deliverables)		
PLUS VAT 15%		
(b) Sub-Total 2		
EXPENSES	a) Travel, accommodation and other related costs payable based on actual Cost- Excluding VAT	
(c) Sub-Total 3 (Expenses)		
PLUS VAT 15%		
(d) Sub-Total 4		
Grand Total (inclusive of VAT 15%) (b + d)		

TOTAL QUOTED PRICE (in word)

_____ to be carried to the Form of Offer.

Signed: Date:

Name: Position:

Enterprise name:

ANNEXURE A: BREAKDOWN OF COSTS OF QUOTED PRICE FOR WORKING OUT BID COMPARATIVE PRICE

Please Note: Annexure A: Breakdown of Costs of Quoted Price. Each of the deliverables has to be cost detailing of activities showing personnel input and rate, showing all possible cost inclusive of all taxes (except VAT) to be incurred by the tenderer in executing the project, staff, administration, local travel and subsistence, accommodation, profit margin, etc. showing rates, quantities and total amount. This is to justify the tenderer's tendered price.

A. Assumptions

Number of working hours per day = 8 hours;
Number of working days per year = 230 days; and
Full Time Equivalent (FTE) over 12 months = 230 days.

B. Summary of Person days and FTE over 12 months and Total cost per person

Position Name of Resources in the proposed project Team	Hourly Rate (inclusive of all cost, except VAT) (Rand)	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total Person days over 12 months	FTE over 12 months (in number of person)	Total cost per person (Rand)
Team Leader:					
Electrical Engineer					
Town Planner					
Geographic Information Systems Specialist					
Others (Defined by Tenderer, e.g. sub-contractors, etc.)					

Position Name of Resources in the proposed project Team	Hourly Rate <i>(inclusive of all cost, except VAT)</i> (Rand)	Daily Rate <i>(inclusive of all cost, except VAT)</i> (Rand)	Total Person days over 12 months	FTE over 12 months <i>(in number of person)</i>	Total cost per person (Rand)
Total					
VAT @ 15%					
Grand Total					

C. Cost details for deliverables and Activities

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 12 months	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
DELIVERABLE 1: Inception Report and Programme (5%)						
ACTIVITY __: - Outline methodology and draft table of contents for the final report. - Provide details of stakeholders/industry participants to be consulted for execution of the study including availability of study information and risks. - Project Implementation Plan - Approved innovative and or alternative solutions to be implemented within the project schedule. - Signed agreement - Status report on project and local requirements. - Schedule of consents, approvals and related - Prepare schedules of predicted cash flow - Funding strategies to be implemented in the project	Team Leader:					
	Electrical Engineer					
	Town Planner					
	Geographic Information Systems Specialist					
	Others (Defined by Tenderer)					
DELIVERABLE 1 TOTAL						
DELIVERABLE 2: Assessment and Investigations (25%)						
ACTIVITY __: The status quo analysis, assessment of existing infrastructure, load profiles, demand and desktop analysis of existing information and the gaps thereof.	Team Leader:					
	Electrical Engineer					
	Town Planner					
	Geographic Information Systems Specialist					
	Others (Defined by Tenderer)					

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 12 months	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
DELIVERABLE 2 TOTAL						
DELIVERABLE 3: Analysis Report (20%)						
ACTIVITY __: - detailed analysis of the information, - demand forecasting, - network modelling, identification of network constraints, - network refurbishment, upgrade, strengthening requirements including renewable energy, quantifying of the identified network projects	Team Leader:					
	Electrical Engineer					
	Town Planner					
	Geographic Information Systems Specialist					
	Others (Defined by Tenderer)					
DELIVERABLE 3 TOTAL						
DELIVERABLE 4: Draft Masterplan Report (40%)						
ACTIVITY __: - detailed capital plan proposal, assessments, - skills transfer and international benchmarking. - Identified network projects and solutions to the network issues are quantified and costed.	Team Leader:					
	Electrical Engineer					
	Town Planner					
	Geographic Information Systems Specialist					
	Others (Defined by Tenderer)					
DELIVERABLE 4 TOTAL						

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 12 months	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
DELIVERABLE 5: Final Report and Close Out (10%)						
This is the final report covering all requirements of masterplan approved by all relevant stakeholders. This should also include handover of relevant study files in acceptable formats.	Team Leader:					
	Electrical Engineer					
	Town Planner					
	Geographic Information Systems Specialist					
	Others (Defined by Tenderer)					

Please Note: Annexure A: Breakdown of Costs of Quoted Price. Each of the deliverables has to be cost detailing of activities showing personnel input and rate, showing all possible cost inclusive of all taxes (except VAT) to be incurred by the tenderer in executing the project, staff, administration, local travel and subsistence, accommodation, profit margin, etc. showing rates, quantities and total amount. This is to justify the tenderer's tendered price.



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
Cooperative Governance & Traditional Affairs

Tender No. MISA/EM/EC/005/2023/24

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO DEVELOP AN
ENERGY MASTER PLAN FOR ENOCH MGJIMA LOCAL MUNICIPALITY**

PART C3: SCOPE OF WORK

C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT

1. DESCRIPTION OF WORKS

- 1.1. Background
- 1.2. Employer's objectives
- 1.3. Overview of the works
- 1.4. Extent of the works
- 1.5. Location of the works
- 1.6. Beneficiaries
- 1.7. Socio Economic Benefits

2. PROJECT STAGES AND DELIVERABLES

3. QUALITY ASSURANCE AND CONSTRUCTION MONITORING
4. TIME FRAMES
5. TESTS AND SITE INVESTIGATION
6. GENERAL REQUIREMENTS OF THE TENDERER
4. INFORMATION PROVIDED BY THE EMPLOYER
5. EMPLOYER'S DESIGN
6. LABOUR INENSIVE CONSTRUCTION
7. SUBCONTRACTING
8. EXISTING SERVICES
9. PERMITS AND WAY LEAVES
10. STAKEHOLDER MANAGEMENT
11. RISK MANAGEMENT
12. HEALTH AND SAFETY HEALTH AND SAFETY REQUIREMENTS AND PROCEDURE
13. PSC and CLO

C3.2 PROJECT SPECIFICATION

PART C4: SITE INFORMATION

APPENDICES

- Tests
- Studies
- Site Reports
- Drawings etc.



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT
Cooperative Governance & Traditional Affairs

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PART C3 : SCOPE OF WORK

C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT

1. DESCRIPTION OF WORKS

1.1. BACKGROUND

The Enoch Mgijima Local Municipality is a Category B municipality (Area:13 584km²) situated within the Chris Hani District in the central part of the Eastern Cape Province.

It is the largest of the six municipalities in the district, making up over a third of its geographical area. It was established by the amalgamation of the Tsolwana, Inkwanca and Lukhanji Local Municipalities in August 2016. The area has a rich historical background dating back to the 18th century, with a number of monuments and key places of interest.

The Enoch Mgijima municipal area is an economic hub, due to its strategic position in the middle of the national corridors to the Gauteng, Western Cape, KwaZulu-Natal, Northern Cape and Free State Provinces. Parts of the municipality are developed with the relevant infrastructure so that modes of transport such as railway, road and a small airport are available to be utilised.

Other parts of the region are experiencing a low economic growth rate, with high levels of unemployment and poverty in the towns. The main Cities or Towns in the Enoch Mgijima Local Municipality are Hofmeyr, Molteno, Queenstown, Sada, Sterkstroom, Tarkastad, and Whittlesea Main. The main economic Sectors are Agriculture, general government services, finance and business, wholesale, retail and catering, and community services.

Enoch Mgijima Local Municipality (EMLM) is a Licensed Electricity Distributor (EC129) in line with the requirements of the National Energy Regulator (NERSA).

The electricity infrastructure network of the three recently amalgamated municipalities (Inkwanca, Lukhanji & Tsolwana) forming Enoch Mgijima Local Municipality has components that have reached the end of their lifespan and some require immediate maintenance particularly substations and transformer components. The former Lukhanji LM undertook a masterplan study commissioned in 2014, which focused only on the Komani area.

A new masterplan is required to cater for all the municipal distribution areas.

The study areas are the urban areas of Molteno, Hofmeyer, Tarkastad, Sterkstroom and Komani including Ezibeleni and Whittlesea- the town. The rural and some farm areas are supplied by Eskom and no detailed study is required.

Area	July 2020 Demand	Current NMD
Komani	47,79 MVA	45 MVA
Ezibeleni	0,3MVA	4,5 MVA
Tarkastad	2,223 MVA	1,7 MVA
Hofmeyer	664kVA	300kVA
Molteno	1,216MVA	1MVA
Sterkstroom	0,822MVA	1MVA

Population

Major Municipal Towns	Square Area	Population (estimated)	Electricity Distributor
Hofmeyer	16,9km ²	3 680	Enoch Mgijima
Molteno	3,2km ²	3 206	Enoch Mgijima
Queenstown	71,3km ²	68 872	Enoch Mgijima
Sterkstroom	21,1km ²	7 165	Enoch Mgijima
Tarkastad	81,79km ²	1 604	Enoch Mgijima
Whittlesea	15,37km ²	14 756	Eskom

Location

The masterplan will be carried out in the towns of Hofmeyr, Molteno, Queenstown, Sada, Sterkstroom, Tarkastad, and Whittlesea Main. While Whittlesea is supplied by Eskom, a high-level assessment of the Whittleseas area is required.

regional staff, other Independent Power Producers etc. and studying the records of these interested stakeholders.

- ✓ Standards, criteria for design, etc. aligned to the energy sector of South Africa
- ✓ Investments in the network and refurbishments done
- ✓ Network models applicable to the type and design of the distribution network
- ✓ Single line diagrams / or block diagrams updated and applicable
- ✓ Present load data.
- ✓ Tariffs charged compared to NERSA tariffs
- ✓ Revenue collection
- ✓ Alternative sources of energy, other than Eskom
- ✓ Institutional arrangements within the district and its capacity compared to required capacity in managing the electricity service at a sustainably reliable state
- ✓ Spatial development plans for the study areas

1.6. LOCATION OF WORKS

The location of the works is Enoch Mgijima Local Municipality.

1.7. BENEFICIARIES

For this study, there are no direct individual beneficiaries, the municipality will be the primary beneficiary and all residents will benefit from the increased service delivery derived from the masterplan.

1.8. SOCIO ECONOMIC BENEFICIARIES

This project seeks to ensure secure and reliable electricity supply to the businesses and residents within the Enoch Mgijima Local Municipality boundaries.

2. PROJECT STAGES, TASKS & DELIVERABLES

The masterplan study is effectively divided into three deliverables phases/reports as summarised below.

- a) **Phase 1 - Inception Report and Programme** - This report must give a clear, concise and final project plan/programme for the study. Inception document describing the methodology and outline a draft table of contents for the final report. The inception report must also provide details of all stakeholders/industry participants that shall be consulted for execution of the study including availability of study information and risks.

b) Phase 2: Information Gathering and assessments- Status Quo Assessment and Investigation Report

The initial planning phase for the masterplan shall include the status quo analysis, assessment of existing infrastructure, load profiles, demand and desktop analysis of existing information and the gaps thereof.

c) Phase 3 - Analysis of information and findings – Analysis Report.

This report will include a detailed analysis of the information, demand forecasting, network modelling, identification of network constraints, network refurbishment, upgrade, strengthening requirements including renewable energy, quantifying of the identified network projects.

d) Phase 4 - Draft Masterplan Report

This is a continuation of the Analysis Report with detailed capital plan proposal, assessments, skills transfer and international benchmarking. Identified network projects and solutions to the network issues are quantified and costed.

e) Phase 5: Final Report and Closeout

This is the final report covering all requirements of masterplan approved by all relevant stakeholders. This should also include handover of relevant study files in acceptable formats.

f) Requirements for deliverables, reports and phases.

The table below details the requirements per deliverable/report:

Delivery No	Phases/Reports/Deliverables	Delivery/Report Topics Description
1	Phase1: Inception Report and Programme (5%)	This Report must give a clear, concise and final project plan/programme for the study. Inception document describing the methodology and outline a draft table of contents for the final report. The inception report must also provide details of all stakeholders/industry participants that shall be consulted for execution of the study.
2	Phase 2: Information Gathering and assessments- Status Quo Assessment and Investigation Report (25%)	Status Quo including bulk supply
		Gathering and verify network and load information
		Demand Requirements including backlogs
		Assessment of distribution network
		Spatial development perspective/requirements
		Status Quo Assessment and Investigation Report
3	Phase 3: Analysis of information and findings – Analysis Report (20%)	Compile load forecast, Network modeling and load flows
		Network Capabilities and network losses and tariff analysis
		Investments in the network and refurbishments done
		Updating Single Line Diagrams and infrastructure GIS mapping
		Analysis Report

Delivery No	Phases/Reports/Deliverables	Delivery/Report Topics Description
4	Phase 4: Draft Masterplan Report (40%)	Firm Load forecasting and alternative energy
		Detailed network analysis with scenario simulation
		Projectised Network Remedial Requirements
		Municipal tariff overview and losses management
		Capital plan (short, medium and long-term projects)
		Skills Transfer plan
		Draft Masterplan Report
5	Phase 5: Final Report and Closeout (10%)	This is a final report covering all requirements of this masterplan approved by all relevant stakeholders. Handing over of all related files

3. PROPOSED REPORTING STRUCTURE

Propose schematic drawing to illustrate a proposed project management structure showing the lines of communication and reporting.

4. REPORTING REQUIREMENTS

The PSP shall submit monthly reports based on the deliverables. These reports will be reviewed by the Project Steering Committee comprising of MISA, District and local municipality and other stakeholders.

Reporting requirements will be guided by the scope of works major activities (See C3.1), more detailed reporting and schedule time will be finalised with the successful Service Provider/s during the contract negotiation and project inception stage.

The following reports need to be generated by the service provider in agreed format:

- Inception Report, Work Plan and Resourcing Plan within 1 month of the induction.
- Investigation Report
- Analysis Report
- Draft Masterplan Report
- Final Masterplan Report
- Weekly reports during the first month indicating progress on achievements and identified challenges requiring urgent attention.
- Monthly reports on the 25th day of each month.
- Any other reports as and when required by MISA.
- Contract Closeout Report to be submitted at least 2 weeks prior to contract end date.

MISA or its nominee reserves the right to monitor and evaluate the progress and outcome of this intervention.

Each milestone phase achieved in this intervention will be approved by MISA before the next step is implemented.

5. QUALITY ASSURANCE

Not Applicable

6. PROFESSIONAL FEES CALCULATIONS

Professional fees excluding additional costs must be calculated as a percentage of the total professional fees costs. After coming to the product thereof, payment of professional fees will be divided into % per Professional Fees Stages/Phases according to the table below.

Phases	% payable	Deliverables
Phase 1: Inception report and programme	5%	Signed contract and accepted inception report
Phase 2: Scoping and planning	15%	Status quo and planning report
Phase 3: Technical and feasibility report 1	30%	Draft technical report 1
Phase 4: Technical and feasibility report 2	30%	Draft technical report 2
Phase 5: Final report and closeout	20%	Final report and contract closeout report
Total	100%	

9. TIME FRAMES

MISA expects the finalised copy of this Energy Master Plan to be completed within 12 months from the start date.

7. TESTS AND INVESTIGATIONS

None

8. GENERAL REQUIREMENT OF THE TENDERER

The successful tenderer is expected to be able to execute the project within the contracted terms.

9. INFORMATION PROVIDED BY THE EMPLOYER

Network diagrams where available
Previous masterplan from 2014

10. EMPLOYER'S DESIGN PROCEDURE

Not Applicable

11. LABOUR INTENSIVE CONSTRUCTION METHODS

Not Applicable

12. SUBCONTRACTING

No Sub-contracting applicable

13. EXISTING SERVICES

Not Applicable

14. PERMITS AND WAY LEAVES

Not Applicable

15. STAKEHOLDER MANAGEMENT

The following stakeholders will be involved in the project.

Stakeholder	Roles and Responsibilities
COGTA	PSC
ENOCH MGIJIMA LM	End-user and beneficiary to provide source data and information
MISA	Oversee the project rollout and provide technical support to the municipalities.
DISTRICT MUNICIPALITY	PSC
DPW	PSC
SALGA	PSC
OTHER PARTICIPATING SECTOR DEPARTMENTS OF THE MIG PROGRAMME	PSC
PROVINCIAL COGTA & DMRE	PSC
PROVINCIAL TREASURY	Support with compliance to applicable legislations e.g. MFMA, SCM regulations
PROVINCIAL GOVERNMENT DEPARTMENTS	PSC
ESKOM	PSC and source data and information

16. RISK MANAGEMENT

Identify, Analyse and mitigate risks associated with the implementation of this project. See example below

Risk	Risk Description	Impact	Likelihood	Mitigation
Availability of data source data within Local Municipalities	Inadequate source data	High	High	MISA will assist in sourcing the information Service Provider to use acceptable engineering methods to create and estimate the missing information.

17. HEALTH AND SAFETY HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

Not Applicable

18. PSC AND CLO

During the implementation of the project, a PSC will be formed to provide input into the project. The Service Provider will be responsible for coordinating the PSC meetings.



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C3.2 PROJECT SPECIFICATION

None



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PART C4 : SITE INFORMATION

- | | |
|-------------|---------------------------|
| C4.1 | LOCALITY PLAN |
| C4.2 | CONDITIONS ON SITE |
| C4.3 | TEST RESULTS |

C4.1 LOCALITY PLAN

Enoch Mgijima Local Municipality (EC139)

Overview Contacts **Map** Management Demographic Financial Employment Services Resources

Map



C4.2 CONDITIONS ON SITE

Not Applicable

C4.3 TEST RESULTS

Not Applicable