



Municipal Infrastructure Support Agent (MISA)

REPUBLIC OF SOUTH AFRICA

TENDER NO:MISA/EMP/EL/029/2025/26

**APPOINTMENT OF PROFESSIONAL SERVICES PROVIDER FOR
THE DEVELOPMENT OF AN ENERGY MASTER PLAN FOR
EMFULENI LOCAL MUNICIPALITY IN SEDIBENG DISTRICT
(GAUTENG PROVINCE)**

PROCUREMENT DOCUMENT

**(Based on NEC3 Engineering – Professional Service Contract:
Option A)**

JANUARY 2026

Issued by:

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

Name of Tenderer: _____

Total bid Price: _____

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Tender Procedure: Open Tender

Based on

MISA Supply Chain Management Policy of 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))

Contract Documents

1. Form of offer and acceptance
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5. Conditions of Contract: NEC 3
6. Pricing Data
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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Tender no.: MISA/EMP/EL/029/2025/26

APPOINTMENT OF PROFESSIONAL SERVICES PROVIDER FOR THE DEVELOPMENT OF AN ENERGY MASTER PLAN FOR EMFULENI LOCAL MUNICIPALITY IN SEDIBENG DISTRICT (GAUTENG PROVINCE)

T1 TENDERING PROCEDURE

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

The Municipal Infrastructure Support Agent (MISA) is hereby, inviting suitably qualified Service Providers to tender for 'APPOINTMENT OF PROFESSIONAL SERVICES PROVIDER FOR THE DEVELOPMENT OF ELECTRICITY MASTER PLAN FOR EMFULENI LOCAL MUNICIPALITY IN SEDIBENG DISTRICT (GAUTENG PROVINCE).

The project details are hereunder,

TENDER NO.	PROJECT NAME	NON-COMPULSORY BRIEFING SESSION: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
MISA/EMP/EL/028/2025/26	APPOINTMENT OF PROFESSIONAL SERVICES PROVIDER FOR THE DEVELOPMENT OF AN ENERGY MASTER PLAN FOR EMFULENI LOCAL MUNICIPALITY IN SEDIBENG DISTRICT (GAUTENG PROVINCE)	A Non-Compulsory Briefing session will be held virtually on Teams Meeting. Date: 27 January 2026 at Time: 10:00 AM Venue: Via MS Teams Microsoft Teams meeting Join: https://teams.microsoft.com/join/35617957580756?p=2och925ncS8l1RJTsF Meeting ID: 356 179 575 807 56 Passcode: tF9mf2Wj	Date: 13 January 2026 At 11:00 AM All Bid Proposals to be submitted @ MISA Head office Riverside office Park , 1303 Heuvel avenue, 1st floor Letaba House, Centurion 0046

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

The Tender Documents will be available from the **e-Tender Publication Portal** (www.etenders.gov.za) of the National Treasury of the Republic of South Africa from the date of publication of the Notice of Request for Tenders in Government Tender Bulletin and/ or any national media. Any queries related to the e-Tender Publication must be communicated with eTenders@treasury.gov.za or by contacting the Office of the Chief Procurement Officer Call Supply Chain Centre on 012 406 9222.

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.

Bidders must note that by submitting bid proposal you give MISA permission to process or access bidders, members and its directors information in compliance with Protection OF Personal Information Act (POPIA).

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 2022.

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

Tender no.: **MISA/EMP/EL/029/2025/26**

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TENDER DATA

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 Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019), as termed as SFU**.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

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 Mapatane Kgomo or Delegated Official Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 Telephone: 012 848 5300 Email: tenders@misa.gov.za
3.5	The language of communications is English

Clause number	Tender Data
4.1	PHASE 1: ELIGIBILITY CRITERIA ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated: The tenderer: 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 shareholding certificate) of agreement between the holding company and the subsidiary. 4. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory. This is APPLICABLE TO FORM OF OFFER AND PRICING DATA. 5. The tendering entity has professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than R 1 million in respect of a claim without limiting to the number of claims or show documentary evidence (proposal / quotation) of having applied for such cover.
4.7	The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender (ref: T1.1).
4.12	No alternative tender offer will be considered.
4.13	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
4.15	Location of tender box: Reception area of MISA Offices Municipal Infrastructure Support Agent's Office Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046 Telephone: 012 848 5300 Identification details on the Tender package(s): 1. Name and Reference number of the tender; 2. Address of the employer; 3. Names of the tendering entity and the contact person; 4. Physical address and contacting details of the tenderer; 5. Date of submission
4.13.4	The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.
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.

Clause number	Tender Data
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 7 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)	Evaluation Criteria The procedure for the evaluation of responsive tenders is Eligibility, Functionality, Financial offer & Preference. 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: Eligibility Criteria Phase 2: Functionality Criteria Phase 3: Price and preference (80/20 system) PHASE 1 : ELEGIBILITY CRITERIA Mandatory/eligibility and administrative requirements as listed in 4.1 above 1. <u>PHASE 2: FUNTIONALITY CRITERIA:</u> TENDER WHO PASSES ELIGIBILITY CRITERIA WILL BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW: - 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. - The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works. - The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9. - A Tender will be considered as DISQUALIFIED from the evaluation and will be discarded from any further evaluation for the following. - scoring an average score below 70 points in Functionality - 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. - No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality. 2. <u>PHASE THREE: EVALUATION FOR PRICE AND SPECIFIC GOALS</u>

Clause number	Tender Data																						
	The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and B-BBEE/ PPPFA Regulations of 2022. <table border="1"> <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> SPECIFIC GOALS The Employer reserves the right to apply other specific goals in accordance with PPPF Regulations 2022 as contemplated in section 2(1)(d)&(e) of the PPPF Act No 5 of 2000 which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994. Table 1: Specific goals for the tender and points claimed are indicated per table below: <table border="1"> <tr> <th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th></tr> <tr> <td>Who are women</td><td>5</td></tr> <tr> <td>Who has disability</td><td>2</td></tr> <tr> <td>Who is a youth</td><td>5</td></tr> <tr> <td>Location of enterprise (Gauteng Province)</td><td>3</td></tr> <tr> <td>B-BBBEE status level contributors from level 1 to 2 which are QSE or EME</td><td>5</td></tr> <tr> <td>Total scored points</td><td>20</td></tr> </table> The specific goals may include— Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability. Implementing the programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994. Definitions Specific goals”: means specific goals as contemplated in section 2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in <i>Government Gazette No. 16085</i> date 23 November 1994 “Ownership “means the percentage ownership and control, exercised by individuals within and enterprise. “Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform and activity in the manner, or within the range, considered normal for a human being.	Criteria	Points	POINTS ON PRICE	80	SPECIFIC GOALS	20	TOTAL	100	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Who are women	5	Who has disability	2	Who is a youth	5	Location of enterprise (Gauteng Province)	3	B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	5	Total scored points	20
Criteria	Points																						
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Total scored points	20																						

Clause number	Tender Data															
	Documents required for verification of points allocation are as follows: <table><tr><th>Procurement Requirement</th><th>Required Proof Documents</th></tr><tr><td>Women</td><td>Identity document</td></tr><tr><td>Disability</td><td>Doctor's report confirming the disability</td></tr><tr><td>Youth</td><td>Identity document</td></tr><tr><td>Location</td><td>Municipality bill/ lease agreement/ letter from local from Local Authority</td></tr><tr><td>B-BBEE status level contributors from level 1 to 2 which are QSE or EME</td><td>Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report</td></tr></table> Failure on the part of a Bidder to submit proof of documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed	Procurement Requirement	Required Proof Documents	Women	Identity document	Disability	Doctor's report confirming the disability	Youth	Identity document	Location	Municipality bill/ lease agreement/ letter from local from Local Authority	B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report			
Procurement Requirement	Required Proof Documents															
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5.11.9	Functionality Criteria. The functionality criteria and maximum score in respect of each of the criteria are given hereunder. <i>A Tender scoring below <u>70 points</u> in functionality will be considered as DISQUALIFIED for evaluation and will be discarded from any further evaluation.</i> <table><tr><th>Quality criteria</th><th>Evaluation schedule</th><th>(A)Maximum number of points</th></tr><tr><td>Tenderer's (Company) Experience</td><td>Schedule 1</td><td>40</td></tr><tr><td>Expertise of key personnel</td><td>Schedule 2</td><td>60</td></tr><tr><td></td><td></td><td></td></tr><tr><td colspan="2">Maximum possible score for quality (M_s)</td><td>100</td></tr></table> Functionality shall be scored by not less than three evaluators in accordance with the above-mentioned schedules: The minimum number of evaluation points for quality is 70 points out of 100	Quality criteria	Evaluation schedule	(A)Maximum number of points	Tenderer's (Company) Experience	Schedule 1	40	Expertise of key personnel	Schedule 2	60				Maximum possible score for quality (M_s)		100
Quality criteria	Evaluation schedule	(A)Maximum number of points														
Tenderer's (Company) Experience	Schedule 1	40														
Expertise of key personnel	Schedule 2	60														
Maximum possible score for quality (M_s)		100														
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 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; - 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															

Clause number	Tender Data
	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. 6. 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	Cancellation and re-invitation of tenders MISA may, prior to the award of the tender, cancel the tender if- due to changed circumstances, there is no longer a need for the services, works or goods requested; or (a) funds are no longer available to cover the total envisaged expenditure; or (b) no acceptable tenders are received; or (c) Tender validity period has expired; or (d) Gross irregularities in the tender processes and/or tender documents; or (e) 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 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.

Clause number	Tender Data
	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; 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. 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;

Clause number	Tender Data
	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 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.



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

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APPOINTMENT OF PROFESSIONAL SERVICES PROVIDER FOR THE DEVELOPMENT OF AN ENERGY MASTER PLAN FOR EMFULENI LOCAL MUNICIPALITY IN SEDIBENG DISTRICT (GAUTENG PROVINCE)

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 CSC000 sector coders 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. Evaluation Schedule 1: Experience of the tenderer
10. Evaluation Schedule 2: Experience of the key persons

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/EMP/EL/029/2025/26		CLOSING DATE:	13 February 2026	CLOSING TIME: 11:00h
DESCRIPTION:	APPOINTMENT OF PROFESSIONAL SERVICES PROVIDER FOR THE DEVELOPMENT OF AN ENERGY MASTER PLAN FOR EMFULENI LOCAL MUNICIPALITY IN SEDIBENG DISTRICT (GAUTENG PROVINCE)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Dineo Kau		CONTACT PERSON	Mr. Walter Madima	
TELEPHONE NUMBER	0128485300		TELEPHONE NUMBER	0128485300	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@misa.gov.za		E-MAIL ADDRESS	tenders@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?		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, COMPLETE QUESTIONNAIRE BELOW]	
☐ Yes ☐ No [IF YES ENCLOSE PROOF]					
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."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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 State institution

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**

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.

2.2.1 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**

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

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.

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

3. 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 all bids:

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

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) 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 of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“Ownership** “means the percentage ownership and control, exercised by individuals within and enterprise;
- (b) **“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;

- (c) **“price”** means an amount of money bided for goods or services, and includes all applicable taxes less all unconditional discounts;
- (d) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (e) **“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;
- (f) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (g) **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform and activity in the manner, or within the range, considered normal for a human being.
 - a) A blind person (in terms of the Blind Persons Act, 1968(Act no 26 of 1968)
 - b) A deaf person, whose hearing is impaired to such and extent that he/she cannot use it as a primary means of communication,
 - c) A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another.
 - d) A person who requires an artificial limb; or
 - e) A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act NO. 18 of 1973)

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 or 90/10

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

Where

P_s = Points scored for 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

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

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).Means
Who are women (51% or more)	5	
Who has disability (51% or more owned)	5	
Who is a youth (18 to 35 years) (51% or more owned)	5	
Location of enterprise (local equals province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total scored points	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;
 - (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.

.....	
SIGNATURE(S) OF BIDDER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	

**4. 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!!!!)

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (EME)

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 authorized 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 Construction Business:	BEPs (Built Environment Professional)	Contractor	Supplier
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 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 Owned
- The Enterprise is _____ % Black woman Owned
- The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - o Black Youth % _____ %

- o Black Disabled % _____ %
- o Black Unemployed % _____ %
- o Black People living in Rural areas % _____ %
- o Black Military Veterans % _____ %

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YY), the annual Total Revenue was equal to/or less than the applicable amount confirmed **by ticking the applicable box below.**

Contractor / Consultancy	R10 million	
Supplier	R10 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

☐ 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 but less than 100% 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

Date: _____

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

(ATTACH HERE)

6. VALID CERTIFICATES OF A TENDERER

(ATTACH HERE)

7. 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):

8. 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	MISA/EMP/EL/029/2025/26	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

9. EVALUATION SCHEDULE 1: EXPERIENCE OF THE TENDERER 40 points

9.1 Requirements

The experience of the tenderer as a company (as opposed to key staff members) in delivering projects of similar nature on the development of an Energy or Renewable energy Master Plan to municipalities and other organs of state.

The information shall be for only the **completed projects** within last **10 years** and must only include completed projects prior to closing date for submissions.

9.2 Points Scoring

Points will be allocated per project as per tables below the table below;

The Tenderer should very briefly describe their experience in this regard, emphasizing the nature of the work and complexity. The description should be presented in tabular form with the following headings and appended to this page.

All certification / references from the relevant employer(s) shall be provided, stamped and signed by contactable referees. (**Format of reference**)

Employer, contact person and contact details (telephone, email address, etc.)	Project Name and brief description of work	Contract value	Actual dates	
			Start	End

The scoring of the Tenderer's experience shall be as below:

- | | | | |
|-----|---|---|------------------|
| i. | Compiling Electricity & Energy Master Plans | | <u>20 points</u> |
| a. | 1 project | = | 4 points |
| b. | 2 projects | = | 8 Points |
| c. | 3 projects | = | 14 points |
| d. | 4 projects | = | 18 points |
| e. | 5 or more projects | = | 20 points |
| ii. | Highest cost of project completed | | <u>20 points</u> |
| a. | Below R 1 M | = | 8 points |
| b. | R 1.00 M to R 2 M | = | 12 points |
| c. | > R 2.00 M to R 3 M | = | 16 points |
| d. | > R 3.00 | = | 20 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 are true and correct.

9.3 Means of Verification: Bidders are requested to submit Signed completion certificates and corresponding appointment letters/ purchase orders. Only projects with completion letters will be evaluated

- Appointment letters and Completion certificates must be from the relevant municipality or organ of state and must indicate details of the contact person from the municipality or organ of state
- In cases where the municipality or organ of state made use of a consulting engineer (consultant), the appointment letter and completion certificate must clearly stipulate:
 1. General Conditions of Contract used at that time such as GCC, NEC, FIDIC etc
 2. The details of the project including description, tender number, contract amount, contractual dates and contract period.
 3. The name of the municipality or organ of state that is the client or employer.
 4. The details of the contact person from the municipality or organ of state
 5. The completion certificate must be signed by the Engineer, the Employer and the Contractor depending on the General Conditions of contract used.

9.4 Listing of Completed Projects

Tenderers are requested to list a maximum of four (4) highest value projects including contactable references by completing SCHEDULE OF COMPLETED PROJECTS appended to this schedule on the next page.

SCHEDULE OF COMPLETED PROJECTS

No	Name and Brief Description of the Project	Value in Rands R'000	Date		Employer		
			Started	Completed	Name of employer	Contact Person	
						Name and Surname	Tel. No
1.							
2.							
3.							
4.							

MISA reserves the right to verify all information presented by the tenderer.

TENDERERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION THEREOF TO AN ATTACHMENTS. PLEASE ATTACH ONLY INFORMATION REQUESTED IN THIS TENDER.

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

Signed _____ Date _____

Name: _____ Capacity: _____

Name of the Firm: _____

10. EVALUATION SCHEDULE 2: EXPERIENCE OF THE KEY PERSONNEL RESPONSIBLE FOR THE MANAGEMENT OF THE PROJECT AND THE PROJECT TEAM [60 POINTS]

10.1 Summary

The total 60 points for key personnel is allocated as follows;

Project Team Leader	Project Leadership, Management and coordination	15
Electrical Engineer	Electrical Engineering Services	15
Town and Regional Planner	Development Planning	10
Financial Analyst/ Economist	Infrastructure Investment Analysis	10
Geo Information Science (GISc) Expert	Geographic Information Services	5
Environmental Management Expert	Environmental Management	5
Total		60

10.2 Requirements

Service Provider shall propose a team of relevant personnel to deliver the project deliverables as they deem fit for the successful execution of the project.

Tenderer shall submit Qualifications and CVs for all proposed team members. Foreign qualifications shall be accompanied with a SAQA evaluation certificate, qualifications in foreign language shall be translated to English.

The experience of the key personnel who will be responsible for the execution of the project activities, processes, the coordination, administration and management of resources on the project will be evaluated in relation to the scope of work from four different points of view:

- 1) The education, training, skills and experience and knowledge of issues which are pertinent to the scope of work.
- 2) General experience (total duration of work activity), level of education and training and positions held
- 3) Professional Registration with the recognized relevant professional bodies such as ECSA

- 4) The minimum requirements for qualifications and experience for the Contract Manager are as follows;

No	Key Personnel	Minimum Qualifications	Minimum Experience
1	Electrical Engineer: Team Leader	B Sc/ B Eng/ B Tech in Electrical Engineering (NQF Level 7) Registered with ECSA as a Professional Engineer or Technologist	5 years after registration.

NB: The tenderer will be disqualified if the proposed Team Leader does not meet the minimum qualifications and experience stated in the table above.

10.3 Means of verification

Attach proof of qualifications, brief CV's and where applicable proof of professional registration for key personnel listed.

10.4 Listing of key personnel

Tenderers are requested to list key personnel by completing SCHEDULE OF KEY PERSONNEL appended to this schedule on the next page.

10.5 Scoring

The scoring of the experience of key person staff will be as per the table below:

Key Personnel	=	60 Total Points
1. Electrical Engineer – Project Leader (Contracts Manager)	=	(15 points)
1.1 Requirements		
Minimum Qualification B Sc/ B Eng/ B Tech in Electrical Engineering (NQF level 7).Registered Engineer (Pr.Eng / Pr.Tech Eng. registration with ECSA) Minimum of 5 Years Experience after professional registration		
1.1.1 Qualifications	=	5 points
• BSc/B Tech/ BEng Tech Degree in Electrical Engineering.	=	5 points
1.1.2 Experience Post Registration	=	10 points
• 5 to below 7 years	=	5.5 points
• 7 to below 10 Years	=	7 points
• 10 years and above	=	10 points
2. Electrical Engineer/ Technologist	=	(15 points)
2.1. Requirements		
Minimum Qualification BSc/ BTech/ BEng Tech Degree Electrical Engineering (NQF level 7) Registered Engineer (Pr.Eng / Pr.Tech Eng. registration with ECSA) Minimum experience 5 years after professional registration		
2.1.1 Qualifications	=	5 points
• BSc/ B Tech/ BEng Tech Degree in Electrical Engineering (NQF Level 7)	=	5 points
2.1.2. Experience Post Registration	=	10 points
• 5 to below 7 years	=	5.5 points
• 7 to below 10 years	=	7 points
• 10 years and above	=	10 points

Key Personnel	=	60 Total Points
3. Town and Regional Planner	=	(10 points)
3.1 Requirements		
Minimum Qualification Batchelor's degree in Town and regional planning/ Urban and regional planning (NQF level 7) Registered Professional Planner (SACPLAN) Minimum experience 5 years after obtaining Qualification		
3.1.1 Qualifications	=	5 points
• Batchelor's degree in Town and regional planning/ Urban and regional planning (NQF level 7)	=	5 points
3.1.2. Experience post Qualification	=	5 Points
• 5 to below 7 years	=	3 points
• 7 to below 10 years	=	4 points
• 10 years and above	=	5 points
4. Financial Analyst/ Infrastructure Investment Analyst/ Economist	=	(10 points)
4.1 Requirements		
Minimum Qualification Batchelor's degree in Accounting (NQF level 7) Registered Chartered Accountant (CASA) or Chartered Financial Analyst (CFA) Minimum experience 5 years after obtaining qualification		
4.1.1 Qualifications	=	5 points
• Minimum Qualification Batchelor's degree in Accounting (NQF level 7)	=	5 points
4.1.2 Experience post Qualification	=	5 Points
• 5 to below 7 years	=	3 points
• 7 to below 10 years	=	4 points
• 10 years and above	=	5 points
5. Geo Information Science (GISc) Expert	=	(5 points)
5.1 Requirements		
Minimum Qualification Batchelor's degree in Information Science or in Land Surveying (NQF level 7) Registered as a professional Geo Information Science Practitioner PrGISc by the South African Council of Professional Technical Surveyors (PLATO) Minimum experience 5 years after obtaining qualification.		
5.1.1 Qualifications	=	2 points
• Minimum Qualification Batchelor's degree in Accounting (NQF level 7)	=	2 points
5.1.2 Experience post Qualification	=	3 Points
• 5 to below 7 years	=	1.5 points
• 7 to below 10 years	=	2 points
• 10 years and above	=	3 points
6. Environmentalist/ Scientist	=	(5 points)
6.1 Requirements		
Minimum Qualification bachelor's degree in environmental studies or Natural Sciences (NQF Level 7) Registered Professional Sci Nat. registration with SACNASP Minimum experience 5 years after obtaining qualification		
6.1.1 Qualifications	=	2 points
• Bachelor's degree in environmental studies or Natural Sciences (NQF Level 7)	=	2 points
6.1.2 Experience post Qualification	=	3 points
• 5 to below 7 years	=	1.5 points
• 7 to below 10 years	=	2 points
• 10 years and above	=	3 points

The service provider has in its employ registered professionals such Engineers, Development Planners, etc. or has obtained a firm undertaking from professional service providers who have in their employ such professionally registered persons, that are capable of providing such services.

MISA reserves the right to verify all information presented by the tenderer.

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

1 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

2 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

Tender no.:MISA/EMP/EL/029/2025/26

**APPOINTMENT OF PROFESSIONAL SERVICES PROVIDER FOR THE DEVELOPMENT
OF AN ENERGY MASTER PLAN FOR EMFULENI LOCAL MUNICIPALITY IN
SEDIBENG DISTRICT (GAUTENG PROVINCE)**

The Contract

Reference no.:MISA/EMP/EL/029/2025/26

Based on

NEC 3: Engineering and Construction Contract (Professional Service Providers:
Option A)

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 Mapatane Kgomo

Capacity

Chief Executive Officer

For the

Municipal Infrastructure Support Agent

Employer

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

5 Subject

Details

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.....

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

Tender no.:MISA/EMP/EL/029/2025/26

APPOINTMENT OF PROFESSIONAL SERVICES PROVIDER FOR THE DEVELOPMENT OF AN ENERGY MASTER PLAN FOR EMFULENI LOCAL MUNICIPALITY IN SEDIBENG DISTRICT (GAUTENG PROVINCE)

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 bill of quantities

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: Letaba 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				
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 5 days				
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 Emfuleni Local Municipality as identified by the <i>Employer</i> to perform the services authorised by the <i>Employer</i>	Cost limited to R 1 500 per person per day including bed and breakfast.
	• Vehicle travel from Identified District corresponding Identified Municipality to perform the services authorised by the <i>Employer</i>	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 <i>currency of this contract</i> is the South African Rand. The <i>interest rate</i> is the Prime lending rate of the <i>Employer's</i> Bank.	
6	Compensation events	
7	Rights to material No data required for this section of the <i>conditions of contract</i> .	
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 One 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 their employment in connection with this contract All risk contract works	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the Service Provider deems desirable also Amount of cover to match contract value	Until the end of the <i>completion date</i> .

81.1 The *Employer* provides no insurance cover.

81.2 The *Consultant* 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 *conditions of the contract*.

10 Data for main Option clause

A Priced contract with activity schedule

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

11 Data for Option W1

W1.1 The *Adjudicator* 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
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.
Option X7	Delay Damages
X7.1	The <i>delay damages</i> for completion of the wholes of the works are R1,000.00 per calendar day
X10	<i>Employer's Agent</i>
X10.1	The <i>Employer's Agent</i> is Chief Engineer (Or Designated MISA Official) 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	<i>Additional conditions of contract</i> The <i>additional conditions of contract</i> are
Z1	Tax invoices The <i>Service Provider's</i> invoice. Delete the first sentence of core clause 50.2 and replace with: Invoices submitted by the <i>Service Provider</i> to the <i>Employer</i> include the details stated in the <i>Scope/ Price Schedule</i> to show how the amount due has been assessed, and the details required by the <i>Employer</i> 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

No	Role	Name and Surname	Qualification and date attained	Professional Registration and date registered	Reg. Number	Total Number of Experience
1	Project Manager					
2	Electrical Engineer					
3	Town and Regional Planner					
4	Financial Analyst Infrastructure Investment Analyst/ Economist					
5	Geo-Information Science (GISc) Expert					
6	Environmental Management Practitioner					

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						



Municipal Infrastructure Support Agent (MISA)

Reference no.: MISA/EMP/EL/029/2025/26

APPOINTMENT OF PROFESSIONAL SERVICES PROVIDER FOR THE DEVELOPMENT OF AN ENERGY MASTER PLAN FOR EMFULENI LOCAL MUNICIPALITY IN SEDIBENG DISTRICT (GAUTENG PROVINCE)

PRICING DATA

C2.1 PRE-AMBLE OF THE PRICING SCHEDULE

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

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work. The detailed investigation report should be developed and focus on the items given in the scope of works. The PSP will be attending monthly progress report and will be held at Emfuleni LM offices in Vanderbijlpark.
2. For the purpose of the Activity Schedule, 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 offered rate of the (same) item
 - **Sum:** An amount bidden 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.
 - **Percentage Fee:** The agreed fee for a service, the extent of which is described in the Scope of Work, expressed as a percentage of a construction contract value or part thereof.

3. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that particular item. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
4. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Time based rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.
6. Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof, which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Service Provider will be adjusted according to final construction contract values based on the percentage fee tendered.

Only one (flat rate) percentage fee per item may be tendered. A percentage fee tendered on a sliding scale will make the tender non-responsive.
7. Where the estimated construction value is broken up into component parts for the purposes of determining fees in respect of different disciplines, the "make-up" of each component is described in the Scope of Work.
8. The following table shall be used for proportioning the tendered basic fee for normal services, for each discipline, over the various stages of the services:
9. Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the Service Provider will benefit from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.
10. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).
11. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
12. Where a provisional sum has been provided in respect of additional assessment services, the service provider shall, when called upon to do so by the Employer, submit a proposal in respect of such assessment to the Employer for approval. The Service Provider is not entitled to claim the full provision in this regard, but shall rather submit a realistic proposal based on

the requirements of the project, and as set out in the Scope of Work, which may be accepted, or rejected, at the sole discretion of the Employer.

13. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the subcontracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Activity Schedule.
14. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
15. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
16. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.
17. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. The monthly rates published by DPSA shall apply.
18. Tenderers are to note that the planning for this contract is based on a year budget. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract.
19. If the Service Provider considers it necessary to employ the services of the safety specialist in order to execute duties as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept

the tender, the cost thereof must be included in the fee tendered for this aspect of the project.

20. If the Service Provider deems it necessary to appoint a sub-consultant as Environmental Officer (EO), the cost thereof must be included in the fee tendered for this aspect of the project.
21. All charges in respect of attendance at meetings and the provision of secretarial and other office support services, shall be included in the tendered basic fee for normal services.
22. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
23. For any variations in rates of exchange, which shall be for the Employer's account in accordance with Clause 3.17 of the Contract Specific Data in Part C1.2 Contract Data, the Tenderer is specifically referred to the Contractor's obligation to take out forward cover. The schedule titled Price Basis for Imported Plant and Materials is attached hereto and must be completed by the Tenderer, if applicable, in conjunction with pricing the relevant items in the Activity Schedules.

Municipal Infrastructure Support Agent (MISA)

Reference no.: **MISA/EMP/EL/029/2025/26**

**APPOINTMENT OF PROFESSIONAL SERVICES PROVIDER FOR THE
DEVELOPMENT OF ENERGY MASTER PLAN FOR EMFULENI LOCAL
MUNICIPALITY IN SEDIBENG DISTRICT (GAUTENG PROVINCE)**

C2.2.1 THE ACTIVITY SCHEDULE

A tenderer must quote all of the items of the Activity schedule.

Item No. 1 : Engineering Services - Provide engineering services as described in the Scope of Work in respect of the Municipality. **A breakdown of the prices must be shown in detail in Annexure A appended at the end of these Terms of Reference.**

1.1 : Basic Fee for Planning, Studies, Investigations, Assessments, and all relevant Professional Services

4. Bill of Quantities

Stage of work	Cost % / weight	Price break down (to be filled in by the bidder)	Date of delivery
1. Inception Report and project inception workshop report (inclusive of workshop costs)	5%	R	
2. Assessment Report (inclusive of workshop costs)	25%	R	
3. Draft Master Plan	30%	R	
4. Draft Master Plan Workshop Report (inclusive of the workshop costs)	15%	R	
5. Final Master Plan document with Final Master Plan workshop report (inclusive of the workshop costs)	20%	R	
6. Close out Report	5%	R	

a. TOTAL	100%	R	
b. VAT	@ 15%	R	
Grand Total (a+b)			
TENDER PRICE CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE			

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. MISA/XXX/XXXX/2025/26: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF AN ENERGY MASTER PLAN FOR EMFULENI LOCAL MUNICIPALITY has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

Signed:Date:

Name:Position:

Enterprise name:



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Reference no.: **MISA/EMP/EL/029/2025/26**

APPOINTMENT OF PROFESSIONAL SERVICES PROVIDER FOR THE DEVELOPMENT OF AN ENERGY MASTER PLAN FOR EMFULENI LOCAL MUNICIPALITY IN SEDIBENG DISTRICT (GAUTENG PROVINCE)

PART C3: SCOPE OF WORK

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C 3 Scope of Work

C 3.1 Background and Objectives

3.1.1 Background

The Emfuleni Local Municipality is a Category B municipality situated in the Sedibeng District in the Gauteng Province. It is the westernmost local municipality of the district, which covers the entire southern area of the Gauteng Province, extending along a 120km axis from east to west.

The towns that are within the boundaries of the Municipality are Evaton, Ironsde, Sebokeng, Roshnee, Rustervaal, Vaal Oewer, Vanderbijlpark & Vereeniging.

The municipality has a vast manufacturing industry with extensive heavy metal industry with an estimated economic activity of 40%, followed by community services (22.3%), finance (16%), trade (7.4%), transport (4.4%), construction (3.5%), electricity (3.3%)

The Municipality is a licensed distributor of electricity as issued by National Energy Regulator of South Africa (NERSA). The electricity department is responsible for provision of electricity also ensuring public lighting and other energy services to the satisfaction of the customers and in compliance with the provisions of the licence and other relevant legislation, codes of practice and standards.

This includes the planning, construction and maintenance of an integrated network system which supplies electricity to the consumers. The bulk of energy supplied to the Municipality is from Eskom Grid through a number of point of deliveries.

The reliability of electricity supply depends on continuous and consistent functioning of the equipment that makes the integrated network of the Municipality. Across the network is network equipment, components and instruments that has a lifetime of service dependent on several parameters, chiefly being the operation of the equipment and the maintenance carried out on the network.

Due to socioeconomic status of the majority of the citizens, The electricity infrastructure has and continues to suffer unprecedented loss of ferrous and nonferrous metals that are used across the network. The loss of metals and vandalism of the infrastructure carries with it the inadvertent loss of information that is contained or housed inside the enclosures that contains these metals.

The Electricity supply areas can be categorized in zones and subzones in accordance with the major areas of the North (Vereeniging) and South (Vanderbijlpark) of the municipal boundaries.

There is Eskom supplied areas in both the northern and southern zones of the municipal boundaries (Demarcation) where the municipality either supply only lighting or lighting and infills.

3.1.2 Project Objectives

- a) Compile an GRAP 17 compliant Asset Register and Valuation of the ELM's electricity infrastructure. (Assets Value)
- b) Establish an accurate and reliable assessment of the current state of Emfuleni networks with particular focus on identified critical assets.

- c) Assess current electrification backlogs and forecast future electrification needs over 20-year planning horizon.
- d) Identify and evaluate energy service delivery options, including off-grid and alternative energy solutions such as solar, wind, and hybrid systems.
- e) Analyse the existing network configuration and determine optimal switching arrangements to improve reliability and operational efficiency.
- f) Provide recommendations for network strengthening initiatives, supported by a detailed capital expenditure (CAPEX) plan to guide infrastructure investment.
- g) Evaluate the network's ability to wheel electricity from potential generation points across its distribution network to end users
- h) Develop an Electricity Master Plan (EMP) for the municipality.
- i) Submit a Municipal network drawing with modelling and simulation (Power flow analysis) on soft copy (windows compatible) and compatible with Municipal and Eskom power analysis software for Distribution network analysis.
- j) Assist the ELM to identify, prioritize and create a pipeline of projects for funding and preparation through various funding sources.

C3.2 Services to be provided by the Service Provider

The services rendered will be in accordance with the MISA Methodology for Municipal Energy Master Plan.

The starting point of the project will be the recording of all existing electrical infrastructure in and around Emfuleni LM, which form the electricity supply services within the jurisdiction of the municipality: bulk supplies, reticulations, and house / farm / industrial connections irrespective of the owner of the infrastructure. The project will conclude with the submission of a detailed Electricity Master Plan, including recommendations, for the development of assured reliable electricity services for the residents of Emfuleni LM.

The professional services, as envisaged will cover the following, without limiting the services provider, in delivering the master plan:

1. Status Quo Assessment

The electrical master plan should incorporate the status quo, the present capacity and capabilities of the systems, and the requirements to meet the immediate and future needs over a period of 20 years phased into 5-year periods. The information must be sorted according to the local municipality that it pertains to.

Determining the status quo is an information gathering exercise. The information needed in the case of electricity provision includes:

1. Geographic information regarding location of the equipment within the network and the network
2. Network assets including bulk supply and feed points, distribution and associated reticulation systems through physical field investigations, discussions with the municipalities, DEE

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

3. Standards, Regulations, criteria for design, etc. aligned to the energy sector of South Africa.
4. Investments in the network and refurbishments done.
5. Power system network models applicable to the type and design of the distribution network.
6. Single line diagrams / or block diagrams updated and applicable
7. Municipal cross border/boundary network assessment for capacity augmentation.
8. Status of the Supervisory Control and Data Acquisition for monitoring, control and remote operation of the network
9. Present load data.
10. Tariffs charged compared to NERSA rates.
11. Revenue collection.
12. Alternative electricity sources, other than Eskom.
13. Electrification Backlogs
14. Department of Energy Masterplan and interface
15. Sector plans, Programmes, projects and initiatives in all spheres of government that will affect the development and viability of the electricity service in the Municipality.
16. Customer Electricity consumption data load profiling status
17. Municipal electricity network performance and reliability metrics tools and analysis (System Average Interruption Duration Index and System Average Interruption Frequency Index) SAIDI and SAIFI.
18. Institutional arrangements and their capacity compared to required capacity in managing the electricity service at a sustainably reliable state

Asset Register Compilation & Valuation (Key Deliverable)

Develop a register of electrical infrastructure assets and value the register based on reasonable equipment replacement cost taking depreciation into account and in compliance with GRAP 17 guideline. This work will require and not limited to;

- i. All data collected (field and desktop) to be classified into an asset hierarchy (Main substations and substation equipment, MV network routes, Distribution Transformers, underground cables streetlights, Miniature substations, service connections, customer meters etc) including a specific asset type and shall be depicted in a structured diagram with the following detailed information:

- Expected useful lives to be assigned to asset types based on Emfuleni experience and similar environments.
- Reasonable current day replacement costs to be created for the different asset types based on client procurement data, and/or information from similar environments.
- An asset valuation to be developed based on straight line depreciation taking asset condition into account.
- The results to be compiled into an asset register database

A register and valuation report will be provided to the ELM. Where asset ages and/or asset condition cannot be confirmed from field collected nameplate information, the equipment age will be estimated based on surrounding equipment and information received from Emfuleni Local municipality.

Preparation or updating of the Asset Register and GIS - after determining existing conditions, remaining useful life, efficiency levels, reliability, and carrying capacity. Specifically determine electricity network conditions, capacity and the need for OM and refurbishment, and update the asset register where relevant.

2. Assessment of Bulk supply

The bulk supply system is a strategic service that is subject to long-term planning initiatives and forms the basis for continuing development. It is necessary to assess the existing system and determine the delivery capacity in terms of the growth of the consumer base, purchase agreements, distribution networks and, where applicable, internal (municipal) generation capacity. Any limitations or restrictions affecting normal operation need to be identified and quantified, and the current level of delivery into the distribution system must be determined. Therefore, efficient operation and maintenance are vital and to this end effective asset management is imperative.

3. Assessment of Distribution network

The distribution network must be assessed to determine overall delivery capacity in terms of feed-in points, distribution and reticulation systems at the various high-voltage / medium-voltage levels. Any shortcomings in the level of service due to current, voltage, continuity or quality of supply need to be identified. Many of the problems with distribution systems relate to operations such as switching, transformers and cable loads. It is necessary to determine to what extent poor service delivery is a function of design limitations or operational failure. In rural areas, long transmission lines and factors in the external operating environment, such as lightning strikes and plant growth, that will compromise high-voltage insulation play a major role.

4. Assessment of Current Capacity

The current capacity is a function of the design of the system, the age and condition of the infrastructure and other factors, such as the environmental conditions (ambient temperature versus a transformer's temperature at the load at which it is running). Determine the and verify the current load on the network.

The system is limited in its ability to meet demand by the maximum demand (NMD) allowed by Eskom as the bulk supplier. Determine Capacity in terms of growth of customer base and the allowed maximum demand..

Where the municipalities have internal generation facilities, this additional capacity and the possibility of expanding this capacity must be weighed against the cost of the capital outlay required to do so, i.e. the cost of generation must be weighed against the cost of buying in bulk from Eskom.

The capacity of the distribution and reticulation systems also needs to be assessed. As the geographical boundaries of the municipality expand as defined by the urban edge and the demand rises, distribution networks closer to the feed-in point need to be upgraded to a higher load-carrying capacity to ensure that delivery at the boundaries does not suffer from supply quality problems.

5. Assessment of Backlogs

Backlogs relating to the Medium Term Strategic Framework (MTSF) and the recent documents on policies, i.e Sustainable Development Goals, Just Energy Transition, White paper on Renewable Energy etc and the enhanced levels of service promised to various communities need to be determined and factored into future planning. Recommendations for upgrades, improvements and refurbishments that have not been acted on need to be reviewed to determine whether they are still relevant or should be reassessed. Growth in demand will manifest itself as a deficit in the network's capacity to meet the demand. There are situations in which the absence of infrastructure has inhibited consumption and once infrastructure is available, part of the capacity will be taken up by consumers.

Review suitability of past planning, including the recommendations for upgrades and refurbishments that have not been acted on.

6. Assessment of Efficiency Levels and Losses

The performance of service delivery, judged from consumer complaints, must be assessed to determine the underlying causes of these complaints. Furthermore, the effectiveness of operations and maintenance, judged from evaluation of the Service Delivery and Budget Implementation Plan (SDBIP) against unplanned repair / replacements, must be determined and assessed. Some equipment may be utilised beyond its design capacity, resulting in higher losses in the present system. Once the network has been upgraded, these losses may be reduced. As all systems have losses, the design criteria should include a clear statement of what level of losses the system is designed for.

Electrical losses can be determined in the same way as water losses are determined through the use of the International Water Association (IWA) water balance approach. Technical electricity losses are due to inefficiencies of electrical equipment; there are no other physical sources of loss. Non-technical losses can be attributed to 'theft' and fraud. Municipalities should do an electricity balance exercise to determine how large these losses are and investigate the causes of the losses, especially in the case of large consumers.

Regional development in terms of national initiatives and target areas for growth and development must be considered. With regard to land use, the anticipated energy demand and critical factors that would affect service provision must be identified.

The planning area must be divided into supply zones and the potential of the area must be evaluated in terms of the numbers of current and future consumers and the diversity of these consumers (residential, commercial and industrial). The types of industry will also influence the consumption, e.g. a metal smelting industry will have a much higher consumption than a light industry producing furniture and warehouses may have an even lower consumption of electricity. All these factors will determine the potential energy demand.

Forecasts of the rate of development of the area and of the growth patterns must be made to determine the lifespan of existing infrastructure and to what extent and when it will need to be upgraded and augmented. Bearing in mind the length of the lead times required to plan, design,

construct and commission infrastructure and the availability of funds, growth forecasts and predictions need to be made on a regular basis.

The effects of the initiatives to densify existing developments, changes in land use or the rezoning of large tracts of land must be assessed and taken into account. This may require upgrading of reticulation, substations and distribution networks.

Demographics and Possible Growth Patterns Based on planning reports and established land use, the various development scenarios need to be recognised and strategic requirements with regard to bulk supply and service delivery determined. This will include determination of the feed-in point (or in some cases more than one feed-in point), the distribution networks and finally the reticulation networks. Care must be taken that servitudes are timeously registered and that these servitudes are policed so that encroachment does not take place.

The actual electricity demand, as determined by the levels of service and the number and type of consumers, will depend on the growth rate. The growth trend is not an electricity-related factor and must be agreed with regional and local planners.

The demographics of the consumers and the growth trends observed over time will give some indication of possible future growth patterns and thus demand, provided the trends persist. The converse may also be true: a migration trend may reduce the demand in one demographic area while increasing the demand in another area.

Evaluate SAIDI and SAIFI and implementation performance against Service Delivery and Budget Implementation Plan.

7. Future Demand-Assessment of Economic Development

Successful economic development requires that all stakeholders are treated equitably such that no section of the community is neglected in favour of another. To this end, residential, industrial, commercial and institutional consumers must all be properly included in the planning process. Where a Local Economic Development Strategy is in place, it will be an integral part of the planning and approval process.

By means of close cooperation and liaison with the supply authority and with knowledge of the predicted future demand, the positions of future distribution points can be established. This should be followed by the design of distribution networks and, where necessary, substations to feed into determined supply zones. The system design will establish the necessity for switching stations and substations. A network model with future scenarios and upgrades must be incorporated into the network model to indicate stability with proposed upgrades on network when demand increases over the short, Medium and long term.

A strategy aimed at stimulating the economic growth in an area will result in a much faster growth in the demand for energy. Such a strategy should be evaluated by economists so that an expected growth trend together with future project developments can be determined. Another way of dealing with such a scenario is to adopt a 'wait and see' approach by which expansion of the network will be paced with the growth in demand. Planning for such a scenario will ensure that with growth in demand, the distributor will be able to keep pace with its capacity.

Determine Future demand, Anticipated load growth, Network changes that could result in increased capacity, compilation of a simplified electricity distribution forecast model, forecast of regional demand in Electricity.

8. Assessment of required improvement in Levels of Service

Levels of service for electricity supply to households as published in the DPLG, 2007 MIG Industry Guide, are defined as follows:

1. Minimum service: 50 kWh per month, or equivalent, delivered to each household; street lights at a rate of one for every four stands or high-mast lighting for dense settlements
2. Basic service: 5 A – 8 A or off-grid electricity
3. Intermediate level: 20 A
4. Full service: 60 A

In an environment where energy is becoming a scarce and expensive resource, the emphasis on energy conservation and efficiency becomes ever more critical. The level of service may become a hybrid solution combining electricity and alternative energy sources.

This could be achieved by, for example, by restricting households' supplies to 40 A instead of the traditional 60 A maximum current demand, which will force them to reduce their consumption or invest in solar energy or use gas, etc. to be able to operate within this constraint. Other forms of demand management, such as load shedding, will also have an effect on the maximum demand and the level of investment required in the capacity of the network.

In planning new services, the levels of service should be negotiated and agreed with communities. In minimum service areas, provision should be made in long-term planning for the level of service to be improved with time.

9. Alternative Energy

Government is promoting the use of other alternative sources of energy other than coal and hydro across the country. The Masterplan should provide for section on the appropriate alternative sources of energy that are applicable in that locality based on researches conducted and have been approved as appropriate in this regard.

10. Institutional Arrangement

Review of existing institutional arrangements and formulation of proposals to develop systems and procedures and to build capacity as required to operate and maintain the electricity infrastructure.

- Assessment, determination, and recommendations on institutional arrangements for provision of through routes, etc. in the municipal area.
- Provide recommendations to facilitate:
 - i. Provision of land and servitudes for electricity infrastructure.
 - ii. Wayleave applications from/to national, provincial, authorities and agencies where applicable.
 - iii. Environmental Impact Assessments where required.

11. Assessment of alignment with Legislation

There are many pieces of legislation that may have an impact on the network design and operations. The most important are:

1. Electricity Act, 1987 (Act No. 41 of 1987), as amended by Act No. 58 of 1989, Act No. 46 of 1994 and Act No. 60 of 1995
2. Labour Relations Act, 1995 (Act No. 6 of 1995)
3. National Energy Regulator Act, 2004 (Act No. 40 of 2004)
4. Electricity Regulation Act, 2006 (Act No. 4 of 2006)
5. National Energy Act, 2008 (Act No. 34 of 2008)
6. Quality of Service: NRS* 047 Parts 1 and 2
7. Quality of Supply: NRS* 048 Parts 1 to 5
8. Maintenance of Electricity Networks: NRS* 089 Parts 0 to 5 (under review)
9. Maintenance Work Execution: NRS* 090 (being developed)
10. Electricity Network Asset Management: NRS* 093 (being developed)
11. NRS = National Regulatory Services
12. Climate Change Act 22 of 2024

12. Assessment of Existing Drawings

Attached to the Master Plan should be all relevant “As Build” drawings indicating cable and line sizes and current load factors. The escalated fault levels are to be indicated as well on these drawings/plans. Where these are not available, they shall be produced by the service provider as part of the scope of this project.

13. Project Prioritization and cost estimates

Determination of capacity increases to be achieved through refurbishment, upgrades and demand management and the cost estimates (Capital and Operational) thereof.

Determination of the extensions and new infrastructure required to address backlogs and the cost estimates (Capital and Operational) thereof.

Determination of priorities and the phasing of projects and programmes for:

- Short term development (One-Year Projects and Budget Plan)
- Medium term development (Two to Ten Years Capital and Operational Plan)

- Long term development (Ten to Twenty Years and above Capital and Operational Plan)

Formulation of a project prioritization model addressing short-, medium- and long-term strategic plans.

Long-, medium- and short-term plans covering expansion, operations and maintenance, costings, possible funding sources, land, servitudes and staffing requirements.

14. Funding and implementation arrangements

Identification, assessment and recommendations on:

- Sources of funding, including tariff structuring, levies, investment or payment models to raise sufficient funds for Capital Investment, Long term operation and Maintenance etc.
- Methods of delivery, including community participation, traditional service provider models and public-private or public-public partnerships where appropriate.
- Critical material, equipment, skills and labour requirements to be sourced in other regions or internationally as a potential input to supply chain management

Cash Flow Forecast

15. Stakeholders Engagement

It is important that the Employer, the Municipality and relevant stakeholders have say and are in agreement with the findings and recommendations that are coming out of the above assessments and finally incorporated into the Master Plan. To ensure this the Professional Services provider has to identify relevant stakeholders, organise and conduct the following workshops with identified stakeholders:

1. **Inception Workshop:** to inform the stakeholders about the assessment findings, and find overall view on the electricity services within the jurisdiction of the Municipality.
2. **Draft Master Plan presentation workshop:** Presentation of the draft Master Plan to stakeholders for their comments and scrutiny.
3. **Final Master Plan Presentation & adoption workshop:** Presentation of the Final Master Plan accommodating the recommendations of the draft master plan presentation workshop for acceptance and adoption by the stakeholders and the municipalities.

The following stakeholders have been identified as a guide, further identification shall be conducted by the PSP.

MISA: Gauteng Province

ELM Municipality- Electricity, PMU, Development Planning

Cogta Gauteng-Energy Office

DBSA-Planning Unit

Department of Electricity and Energy: Gauteng Project Management

The workshops are compulsory to be attended by the necessary key stakeholders and therefore, it is important that the bidder includes the costs of conducting the workshops in the bid prices and details the costs in detailed total costs

Periodic Progress Reports

The successful Professional Service Provider will provide periodic progress reports in accordance with the timeframe to be agreed with the Project Steering Committee (PSC). The intervals for the Progress Reports must not exceed one month. Progress Reports must give a summary of the following information:

- i. Amount of time spent by each team project member on a specific task;
- ii. Total amount of time and cost to date;
- iii. Time cost since the previous report;
- iv. Percentage of work completed per specific task and the overall percentage completion;
- v. Other information that will be determined by either PSC or Service Provider;
- vi. Risks and mitigations and
- vii. Lessons learnt.

C 3.3 Formation of Project Steering Committee (PSC) and Conducting monthly progress meetings

The professional services provider in consultation with the Employer and the Municipality will facilitate formation of a project steering committee (PSC) in the inception workshop.

The PSC will be chaired by the Municipality and will strategically oversee the successful implementation of the project using the submitted Project Implementation Plan and other documents and references. The PSP has to provide project progress reports to the PSC in the meetings.

The appointed professional service provider must make provision for an inclusive participation process of all stakeholders identified.

C3.4 Project administration

3.4.1 Project Implementation Plan

The successful Professional Service Provider is expected to submit the Project Implementation Plan within the stipulated time furnished in the appointment letter which shall not exceed two weeks from the date of appointment. The PIP will include the activities as listed in the scope of work including brief

description, dependencies and constraints and the individual duration shall not exceed the total maximum duration. The timelines of submission of each deliverable must be in the PIP.

The project implementation plan must include at least the followings in a Gantt chart form:

- a. Tasks/ activities against each deliverable;
- b. Milestones to be achieved
- c. Responsibility (proposed human resources/ personnel)
- d. Duration with start and end dates
- e. Bar chart showing duration and links among the tasks

3.4.2 Reporting Lines

The PSP will report directly to the designated Project Manager of MISA, to the designated Project Champion of Emfuleni LM, and to the Project Steering Committee (PSC) during the development of the EMP. The interim progress and final reports will be submitted to designated Project Manager of MISA and to the municipality via the Project Steering Committee (PSC). All interim reports (Deliverables and Progress) must be presented, discussed and approved in the PSC meeting.

3.4.3 Accountability

During the execution of this contract, the successful Service Provider will be required to work closely with the municipality's relevant departments staff and MISA – Project Leader. The PSP will report to the PSC in accordance with meeting schedule as agreed at the PSC and any others that the Service Provider will deem necessary for the execution of the project. MISA will retain all its rights as the Employer in terms of the professional services contract to be concluded with the successful PSP. Such rights include issuing written notices and instruction to the Service Provider in line with the conditions of contract.

C 3.5 Deliverables

The following are the minimum deliverables the professional services provider has to deliver within the agreed time frame (Ref: project implementation plan):

Deliverable 1: Inception report

Immediately after signing the agreement, the PSP has to conduct the inception workshop, and prepare and submit a Project Inception Report together with the workshop report. The inception report should cover

1. Report on project, site and functional requirement
2. Agreed services and scope of work
3. Consultants Team with Organogram and responsibilities
4. Schedule of required surveys, analyses, site and other investigations as necessary
5. Approved (the Employer) Project Implementation Schedule (Ref: GCC)

Deliverable 2:Assessment Report

After the assessments have been done, a report outlining the findings shall be produced, in line with the following:

1. Status Quo Assessment
2. Assessment of Bulk supply
3. Assessment of Distribution network
4. Assessment of Current Capacity
5. Assessment of Backlogs
6. Assessment of Efficiency Levels and Losses
7. Assessment of Economic Development
8. Assessment of required improvement in Levels of Service
9. Alternative Energy
10. Assessment of alignment with Legislation

11. Assessment of Existing Drawings

Deliverable 3:Draft Master Plan

The draft master plan must take into consideration all of the outcomes of the assessments conducted and clearly outline for each local municipality, the network development plans (transmission plans, distribution plans, electrification plans, refurbishment plans, reliability plans etc.) in the short (5 years), medium (10 years) and long term (20 years).

Having clearly identified the problem statement for each local municipality from the assessment outcomes, the master plan must clearly propose and evaluate alternatives for a capital plan with financial evaluation of the alternatives. The master plan must propose viable tariff structures for the municipalities as well as guide on the anticipation of future NMD increase needs for timeous applications to Eskom through load forecasts and strategic studies.

The report to include the following as minimum:

- Gathering and verification network and load information
- Evaluation and assessment of electricity network equipment
- Current reliability and performance of the electricity asset
- Electricity infrastructure maintenance backlogs
- Evaluation of PESTEL components (Political, Economic, Socio-cultural, Technological, Environmental, and Legal)
- Institutional Sustainability (Legal requirements, Electricity distributor license and compliance, Electricity service provider, Ring fencing of electricity budget and other legal considerations)
- The Spatial Development Perspective is in line with the national initiatives that target areas for growth and development.
- Compile load forecast and strategic study
- Energy efficiency demand-side management strategy
- Analyse existing network capability, network losses and define problem statement
- Analysis and Modelling of options taking into consideration technical parameters
- Capex and Opex plan (short, medium, and long-term plans) and Economic Evaluation of options
- Electrification needs and infrastructure requirements
- Project prioritization
- Financial Viability(Funding Sources, Cashflow Forecast)

The Integrated Master Plan will cover both Municipality Service Areas and Eskom Service Areas.

Deliverable 4: Draft Master Plan Workshop Report

At completion of the draft Master Plan Workshop, the PSP has to submit a report on the workshop within 7 days of completion of the workshop clearly highlighting the outcomes and recommendations from the draft master plan workshop.

Deliverable 5: Final Master Plan

The PSP has to develop the Final Master Plan based on the outcome of the draft master plan workshop, present the master plan at the final master plan workshop and submit the Final Master Plan together with the Final master plan workshop report.

Deliverable 6: Close-out report & Final Reports

The PSP has to submit a close-out report using the MISA close-out report template within 7 days of submission of the Final Master Plan.

The PSP will develop and submit to MISA and Emfuleni Local Municipality copies of the completed final key Deliverables i.e. the Asset Register and Valuation (AR&V), and the Electricity Master Plan (EMP) in accordance with the following requirements:

- i Three original printed/hard copies and one (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive – USB Stick) to MISA.
- ii Three original printed/hard copies and one (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive – USB Stick) submitted to Emfuleni Local Municipality.

C 3.6 Project Duration, Assumptions and Risks

3.6.1 Duration

The Employer has envisaged completion of the project would require maximum 12 months. The bidders are to propose their plan of completion of the project not more than 12 months. The PSP shall provide adequate resources for the successful implementation of the project within the stipulated timeframes.

3.6.2 Assumptions

Success of this Project depends on the following assumptions:

- a) There is full buy-in, ownership and support from the Municipality regarding the support being provided
- b) The Sector Departments – Provincial and National COGTA, National Treasury, etc. provide full and sustained facilitation and assistance to the infrastructure planning project.
- c) Ongoing and sustained involvement and cooperation of all stakeholders including Eskom and the local communities;

d) Effective inter-departmental planning and co-ordination is established through a Program Steering Committee that will be established by ELM.

3.6.3 Risk and Risk Treatment Measures (Mitigation)

The PSP shall identify applicable risks to the project and factor them into the Pricing Schedule and mitigate them during project execution. These risks may include:

Potential Risks	Risk Analysis	Proposed mitigation Measures
Financial overruns	Unforeseen expenses exceeding budget	Detail budget planning, financial monitoring, cost control measures
Scope Creep	Additional scope requiring execution and budget	Workshop requirements to stakeholders and the end user department when developing terms of reference
Availability of documentation	Accurate documentation used for long term planning. Lack of infrastructure data and information from the Municipality and other stakeholders;	Establishing a steering committee, communication ad response plan during execution of the project
Delay in response by stakeholders/sector departments	Stakeholders delaying with response on information and documents used for planning of infrastructure.	Establishing a steering committee, communication ad response plan during execution of the project
Limited information for the development of the EMP	Limited information that is crucial for the development of the Energy Master Plan by the PSP	Planning and timely communication of the required information from all stakeholders at the inception meeting. Timely communication of all bottlenecks and escalation.
Inadequate resources from Service Provider	Inadequate resources with skills to execute the project	Adequate requirement with proof of resources and access to software during tendering. Inception meeting requiring team attendance.

		Proof of available infrastructure, proof of similar projects executed in the past.
Hostility and safety during site survey	Hostility and safety breach faced by the professional service provider when conducting site survey	Notification of the site survey by the Municipality. Request for company by marked Municipal vehicle with identification and Municipal branded personal protective equipment.
Unclear information and parameters from relevant stakeholders.	The stakeholder requirements, instructions and recommendations not clear in all or some stages of the project	Adequate attendance by the stakeholders for the steering Committee meeting. Deliberations, clarity and minutes recording of the deliberations of the steering committee.



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Tender no.: **MISA/EMP/EL/029/2025/26**

APPOINTMENT OF PROFESSIONAL SERVICES PROVIDER FOR THE DEVELOPMENT OF AN ENERGY MASTER PLAN FOR EMFULENI LOCAL MUNICIPALITY IN SEDIBENG DISTRICT (GAUTENG PROVINCE)

PART C4: SITE INFORMATION

C4.1 Locality Plan

The locality map of the project site is as shown below;



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

A. Assumptions

Number of working hours per day = 8 hours;
Number of working days per year = 230 days

A. Cost details for deliverables and Activities (TEMPLATE TO BE USED)

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 12 months (Days)	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: Project Initiation and Inception						
ACTIVITY __:	Project manager & Team leader					
	Electrical Engineer					
	Town and Regional Planner					
	Financial Analyst/Infrastructure Investment/ Economist					
	Geo Information Science expert					
	Environmental Management Practitioner					
	Others (Defined by Tenderer, e.g. sub-contractors, etc.)					
					DELIVERABLE 1 TOTAL	
DELIVERABLE 2: Assessment Report inclusive of condition assessment & workshop						
ACTIVITY __:	Project manager & Team leader					
	Electrical Engineer					
	Town and Regional Planner					
	Financial Analyst/Infrastructure Investment/ Economist					
	Geo Information Science expert					
	Environmental Management Practitioner					
	Others (Defined by Tenderer, e.g. sub-contractors, etc.)					

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 12 months (Days)	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: Draft Master Plan						
ACTIVITY __:	Project manager & Team leader					
	Electrical Engineer					
	Town and Regional Planner					
	Financial Analyst/Infrastructure Investment/ Economist					
	Geo Information Science expert					
	Environmental Management Practitioner					
	Others (Defined by Tenderer, e.g. sub-contractors, etc.)					
DELIVERABLE 3 TOTAL						
DELIVERABLE 4: Draft Master Plan Workshop Report (inclusive of reports, network models and workshop)						
ACTIVITY __:	Project manager & Team leader					
	Electrical Engineer					
	Town and Regional Planner					
	Financial Analyst/Infrastructure Investment/ Economist					
	Geo Information Science expert					

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 12 months (Days)	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)
	Environmental Management Practitioner					
	Others (Defined by Tenderer, e.g. sub-contractors, etc.)					
DELIVERABLE 4 TOTAL						
DELIVERABLE 5: 5. Final Master Plan document with Final Master Plan workshop report (inclusive of the workshop costs)						
ACTIVITY __:	Project manager & Team leader					
	Electrical Engineer					
	Town and Regional Planner					
	Financial Analyst/Infrastructure Investment/ Economist					
	Geo Information Science expert					
	Environmental Management Practitioner					
	Others (Defined by Tenderer, e.g. sub-contractors, etc.)					
DELIVERABLE 5 TOTAL						
DELIVERABLE 6: Close Out and Handover						
ACTIVITY __:	Project manager & Team leader					
	Electrical Engineer					
	Town and Regional Planner					

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 12 months (Days)	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)
	Financial Analyst/Infrastructure Investment/ Economist					
	Geo Information Science expert					
	Environmental Management Practitioner					
	Others (Defined by Tenderer, e.g. sub-contractors, etc.)					
	Project manager & Team leader					
DELIVERABLE 13 TOTAL						
DELIVERABLE XX:						
ACTIVITY __:						
DELIVERABLE 14 TOTAL						
DELIVERABLE XX:						
ACTIVITY __:						

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 12 months (Days)	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 15 TOTAL						

SUMMARY		
DELIVERABLE NUMBER	DESCRIPTION	AMOUNT
DELIVERABLE 1	Project Initiation and inception report	
DELIVERABLE 2	Assessment Report	
DELIVERABLE 3	Draft Master Plan	

SUMMARY		
DELIVERABLE NUMBER	DESCRIPTION	AMOUNT
DELIVERABLE 4	Draft Master plan Workshop	
DELIVERABLE 5	Final Master Plan Document	
DELIVERABLE 6	Close out report and Handover	
a) Sub-Total 1 (Cost of Deliverables)		
PLUS VAT 15%		
(b) Sub-Total 2		

SUMMARY		
DELIVERABLE NUMBER	DESCRIPTION	AMOUNT
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)	

ANNEXURE B: METHODOLOGY FOR MUNICIPAL ENERGY MASTER PLAN