



KHÂI-MA LOCAL MUNICIPALITY

TENDER NO:

**PROJECT: APPOINTMENT OF A PROFESSIONAL SERVICE
PROVIDER (BIDDER) FOR THE PROVISION OF A MICROGRID
PROJECT IN POFADDER**

PROCUREMENT DOCUMENT

**(Based on the GCC – CIDB Standard Professional Services Contract, 3rd version of
July 2009)**

MAY 2024

Issued by:

Municipal Manager

Khâi-Ma Local Municipality

21 Nuwe Street

Pofadder, 8890

TEL: 054 933 0040/44

Name Tenderer:.....

Tender Reference: [Subject]

End User initial



KHÂI-MA LOCAL MUNICIPALITY

TENDER NO:.....

PROJECT: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (BIDDER) FOR THE PROVISION OF A MICROGRID PROJECT IN POFADDER

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	KHÂI-MA LOCAL MUNICIPALITY
	TENDER NO.:.....
PROJECT: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (BIDDER) FOR THE PROVISION OF A MICROGRID PROJECT IN POFADDER	

Tender Procedure: Open Tender

Based on

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

Contract Documents

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KHÂI-MA LOCAL MUNICIPALITY

Tender no.:

**PROJECT: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (BIDDER) FOR
THE PROVISION OF A MICROGRID PROJECT IN POFADDER**

T1 TENDERING PROCEDURE

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Khâi-Ma local municipality hereby invites tenders from suitably qualified Professional Service Provider for the Provision of a Microgrid project in Pofadder.

The Contract will be based CIDB Standard Professional Service Contract, 3rd edition of July 2009.

The project details are hereunder,

TENDER NO.	PROJECT NAME	COMPULSORY BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (BIDDER) FOR THE PROVISION OF A MICROGRID PROJECT IN POFADDER.	A briefing session will be held at Khâi-Ma Local Municipality Offices, Council Chamber, 21 Nuwe Street, Pofadder, 8890, Northern Province on Tuesday, 28 May 2024, at 11:00 am Failure to attend and sign the attendance register will lead to your DISQUALIFICATION.	07 June 2024 12.00 AM All Bid Proposals are to be submitted @ 21 Nuwe Street, Pofadder, 8890

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

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

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

Tenders will be evaluated based on the 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:

Khâi-Ma Local Municipality

21 Nuwe Street

Pofadder

8890

TEL: 054 933 0040/44



KHAIM LOCAL MUNICIPALITY

Tender No.

PROJECT: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (BIDDER) FOR THE PROVISION OF A MICROGRID PROJECT IN POFADDER

T1.2 Tender Data

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 Khâi-Ma Local Municipality .
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: Me Samantha Tatas Titus Physical Address: 21 Nuwe Street, Pofadder, 8890 PO Box 108, Pofadder, 8890 Telephone: 054 933 0040/44 Email: munman@khaima.gov.za
3.5	The language of communications is English

Clause number	Tender Data
4.1	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. None of the documents with correction fluid on them. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialled by the Authorised signatory. 5. The tender documents issued by Khâi-Ma Local Municipality are not tampered with and remain intact. 6. Attendance of compulsory briefing meetings. 7. The tender documents are completed in all respects, and signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink.
4.7	The arrangements for a compulsory clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1). No Tender will be considered unless the Tenderer attends the compulsory briefing session and site visit. Tenderers/their authorised representatives must sign the attendance register and detailed contacts in favour of the tendering entity therein. Addenda, if any, will be issued to the tenders only who attended the compulsory briefing sessions
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: Location of the tender box: Reception area of Khâi-Ma Local Municipality Offices.
4.15	Khâi-Ma Local Municipality Office Physical Address: 21 Nuwe Street, Pofadder, 8890 PO Box 108, Pofadder, 8890 Telephone: 054 933 0040/44 Identification details on the Tender package(s): 1. Name and Reference number of the tender;

Clause number	Tender Data
	2. Address of the employer; 3. Names of the tendering entity and the contact person; 4. Physical address and contact 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	The tender offer shall be submitted as an original document .
4.13.6	Telephonic, telegraphic, telex, facsimile, or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and the invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 90 days, exclusive of the 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 an addenda until 3 working days before tender closing time.
5.4	The time and location for opening 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)	The procedure for the evaluation of responsive tenders is Functionality, Financial offer & Preference as explained in the CIDB's Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1). Breakdown points for Functionality points are outlined in 5.11.9 below. The procedure for the evaluation of responsive tenders is detailed as follows: Phase 1: Administrative requirements and Mandatory requirements Phase 2: Tenderers must meet the minimum requirements outlined in the functionality criteria and score at least the minimum functionality points to be considered for further evaluation in Phase 3. Tenderers that do not meet minimum functionality points of 70 will then be rejected. Phase 3: Price and preference (80/20 system)

Clause number	Tender Data
	<u>1. PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</u> Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration: 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 Tendere: 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. Bill of quantities or Pricing schedule and or Form of offer/Total tender amount shall not contain correction fluid on them. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialled by the Authorised signatory. 5. The tender documents issued by Khâi-Ma Local Municipality are not tampered with and remain intact. 6. The tender documents are completed in all respects, and signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink. Other Conditions of bid (Non eliminating, unless expressly mentioned in the document): 1. The bidder must be registered on the Central Supplier Database (CSD) prior to the award 2. All tenderer's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. 3. Failure to complete section 7: SUB-CONTRACTING as per the MBD 6.1, will automatically result in the non-awarding of points for B-BBEE. 4. Should the tenderer intend to sub-contract more than 25%, it is compulsory to submit valid B-BBEE certificates or a valid original or certified copy of a CSC000 sector code Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective if the main tenderer submitted an original or certified copy of his/her own B-BBEE certificate.

Clause number	Tender Data
	5. A valid original or certified copy of the amended Construction Sector Codes (CSC000) B-BBEE Certificate verified by SANAS must be submitted with the tender OR a valid original or certified copy of an attested by a commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted with the tender in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium, a valid original or certified copy of consolidated amended Construction Sector Codes (CSC000) B-BBEE Certificate verified by SANAS B-BBEE Certificate verified by SANAS must submitted. Failure to comply will automatically result in the non-awarding of points for B-BBEE. 6. Tenderers which are EMEs or QSEs should make use of the attached Construction Sector Codes (CSC000) compliant Sworn affidavits, if not having their own, to claim B-BBEE points. A tenderer should only select an appropriate Sworn affidavit, complete it in full, and have it attested by a commissioner of oaths, signed and dated before submission. Generic sector codes or any other sector code sworn affidavits (which are not Construction Sector Codes) will not be accepted for purposes of claiming B-BBEE points. <u>2. PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</u> 1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub-criteria set. 2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the work. 3. The form or the evaluation criteria and maximum score with respect to each of the criteria listed in 5.11.9. 4. A Tender scoring an average score below 70 points in Functionality will be considered DISQUALIFIED from evaluation and will be discarded from any further evaluation. 5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs that do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so. 6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality. <u>3. PHASE THREE: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017</u> The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> and B-BBEE/ PPPFA Regulations of 2017

Clause number	Tender Data											
	<table><tr><th>Criteria</th><th>Points</th></tr><tr><td>POINTS ON PRICE</td><td>80</td></tr><tr><td>Specific goal - Locality</td><td>10</td></tr><tr><td>Specific Goal - HDI(BBBEE)</td><td>10</td></tr><tr><td>TOTAL</td><td>100</td></tr></table>	Criteria	Points	POINTS ON PRICE	80	Specific goal - Locality	10	Specific Goal - HDI(BBBEE)	10	TOTAL	100	
	Criteria	Points										
	POINTS ON PRICE	80										
	Specific goal - Locality	10										
	Specific Goal - HDI(BBBEE)	10										
	TOTAL	100										
	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.											
	The 80/20 preference point system for the acquisition of services, works, or goods up to a Rand value of R50 million:											
	(1) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to a Rand value of R 50 000 000 (all applicable taxes included):											
	The financial offer will be scored using the following formula:											
	$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$											
	Where:											
	Ps = Points scored for the price of the bid under consideration.											
	Pt = Price of bid under consideration.											
Pmin = Price of the lowest acceptable bid.												
(2) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.												
(3) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.												
(4) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.												
<table><tr><td>B-BBBe Status Level of Contributor</td><td>Number of Points for Preference(80/20)</td></tr><tr><td>1</td><td>10</td></tr></table>		B-BBBe Status Level of Contributor	Number of Points for Preference(80/20)	1	10							
B-BBBe Status Level of Contributor	Number of Points for Preference(80/20)											
1	10											

Clause number	Tender Data				
		2	9		
		3	8		
		4	5		
		5	4		
		6	3		
		7	2		
		8	1		
		Non-compliant contributor	0		
	A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE				
	A tenderer failing to submit proof of B-BBEE status level of contributor with his quotation/tender or is a non compliant contributor, will only be score 0 points for B-BBEE.				
A tenderer failing to submit proof of locality in order to claiming point(s) for locality.					
A tenderer failing to submit proof of locality with his quotation/tender, will be score 0 points for locality.					
Points will be allocated as follows:					

Clause number	Tender Data																					
	Approach Paper	Schedule 3	20	10																		
	Maximum possible score for quality (M _s)		100	70																		
5.11.9	Functionality criteria are broken down into sub-criteria: 1. Tenderer's Relevant Project Experience 2. Experience and Qualifications of Key Personnel 3. Approach Paper <u>Evaluation Schedule 1: Tenderer's Experience (30 points)</u> Explanation of how points will be awarded for Relevant Project Experience The experience of the tenderer as a company (as opposed to key staff members) should be for work done as the principal consultant for municipalities or other organs of state over the last 10 years. The information shall be within the previous 10 years and must only include completed projects prior to the closing date for submissions. Tenderers should briefly describe his or her experience in this regard, emphasising the nature of the works and complexity, and attach this to this schedule. Note: Signed completion certificates with contactable references on the client's letterhead should be included for each project for ease of reference. Only projects with practical/completion certificates will be evaluated. The completion certificate/s should clearly indicate the description of contracts relating to the principal consultant's work done in line with the provision of electrical engineering professional services including the nature of the works and contactable references. The description should be presented in tabular form with the following headings and appended to this page. The Tenderer should submit completion certificates as a means of verification of listed projects completed. In addition, appointment letters or purchase orders should be submitted to support the listed highest value of the project completed. <table><tr><th rowspan="2">Employer, contact person and contact details (telephone, email address, etc.)</th><th rowspan="2">Project Name and brief description of works</th><th rowspan="2">Contract value</th><th colspan="2">Planned dates</th><th colspan="2">Actual dates</th></tr><tr><th>Start</th><th>End</th><th>Start</th><th>End</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>				Employer, contact person and contact details (telephone, email address, etc.)	Project Name and brief description of works	Contract value	Planned dates		Actual dates		Start	End	Start	End							
Employer, contact person and contact details (telephone, email address, etc.)	Project Name and brief description of works	Contract value	Planned dates					Actual dates														
			Start	End	Start	End																

Clause number	Tender Data							
	<table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> The scoring of the tenderer's experience will be as below: 1. Experience of Tenderer (15 points) Less than 3 projects = 0 points 3 to 5 projects = 10 points 6 to 8 Projects = 20 Points 9 or more projects = 30 points 2. Value of Projects (15 points) a) Below R1 Million = 0 points b) R 1 Million to below R 2 Million = 5 Points c) R 2 Million to below R 3 Million = 10 Points d) R 3 Million and above = 15 points <u>Evaluation Schedule 2: Experience of the key personnel responsible for the management of the project and the project team (50 points)</u> The scoring of the tenderer's experience will be as follows: The experience of all the key personnel will be evaluated in relation to their respective academic qualifications, professional registration, and experience (as explained herein in this schedule) on projects having scope of work relevant to this project and positions proposed by the tenderer. CVs of key personnel should be submitted along with the submission referring to this schedule, preferably, using font Arial regular 10 points having margins at each side no less than 2,54 cm and line spacing 1,50 for each of the proposed key personnel. CVs be structured as detailed below: <u>The CV including qualifications and proof of registration will be used for the evaluation of each personnel for this section.</u> Resources Required = 50 points A. Project Manager/Project Lead = 20 points							

Clause number	Tender Data																														
	B. Draughtsperson =15 points C. Clerk of Works = 15 points The scoring of the personnel will be as below: (50 points). (Team Leader = 20, Support Personnel = 30) Scoring: Each of the professionals will be scored individually on full points as detailed hereunder and each support professional score will be added together for total points for evaluation purposes. Only Qualifications submitted with proof of Professional Registration from a reputable professional body will be scored and where only proof of Qualification or only proof of Professional Registration is submitted the bidder will be scored zero. RESOURCE A: Project Manager/Project Lead (20 points) Attach CV of the Project Manager with relevant experience. The Project Manager must have a qualification in (BSc/BTech in Electrical Engineering, be professionally registered with ECSA. <table> <tr> <td>1.1 Experience</td> <td>10 points</td> </tr> <tr> <td>a) Below 5 years</td> <td>= 0 points</td> </tr> <tr> <td>b) 5 to below 10 years</td> <td>= 5 points</td> </tr> <tr> <td>c) 10 to below 15 years</td> <td>= 7 points</td> </tr> <tr> <td>d) 15 years and above</td> <td>= 10 points</td> </tr> </table> <table> <tr> <td>1.2 Qualifications</td> <td>10 points</td> </tr> <tr> <td>a) BSc/BTech in Electrical Engineering</td> <td>= 7 points</td> </tr> <tr> <td>b) Honours Degree or above in BSc/BTech in Electrical Engineering</td> <td>= 10 points</td> </tr> </table> RESOURCE B: Draughtsperson(15 points) Attach CV of the Draughtsperson. <table> <tr> <td>2.1 Experience</td> <td>10 points</td> </tr> <tr> <td>a) Below 3 years</td> <td>= 0 points</td> </tr> <tr> <td>b) 3 to below 5 years</td> <td>= 5 points</td> </tr> <tr> <td>c) 5 to below 10 years</td> <td>= 7 points</td> </tr> <tr> <td>d) 10 years and above</td> <td>= 10 points</td> </tr> </table> <table> <tr> <td>2.2 Qualifications</td> <td>5 points</td> </tr> <tr> <td>a) National Diploma in Draughting</td> <td>= 3 points</td> </tr> </table>	1.1 Experience	10 points	a) Below 5 years	= 0 points	b) 5 to below 10 years	= 5 points	c) 10 to below 15 years	= 7 points	d) 15 years and above	= 10 points	1.2 Qualifications	10 points	a) BSc/BTech in Electrical Engineering	= 7 points	b) Honours Degree or above in BSc/BTech in Electrical Engineering	= 10 points	2.1 Experience	10 points	a) Below 3 years	= 0 points	b) 3 to below 5 years	= 5 points	c) 5 to below 10 years	= 7 points	d) 10 years and above	= 10 points	2.2 Qualifications	5 points	a) National Diploma in Draughting	= 3 points
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Clause number	Tender Data
	b) B-Tech degree or above in National Diploma in Draughting = 5 points RESOURCE C: Clerk of Works (15 points) Attach the CV of the Clerk of Works with relevant experience. 3.1 Experience 10 points a) Below 3 years = 0 points b) 3 to below 5 years = 5 points c) 5 to below 10 years = 7 points d) 10 years and above = 10 points 3.2 Qualifications 5 points a) N6 in Electrical Engineering = 3 points b) National Diploma or above in Electrical Engineering = 5 points <u>Evaluation Schedule 3: Methodology/ Approach (30 points)</u> The approach paper must respond to the scope of work (reference: C3 Scope of work). The methodology must be comprehensive and must indicate sufficient knowledge of the subject matter, and cover innovative and efficient approaches towards identification of the renewable energy resources in the area. The approach proposal should articulate what value-add the respondent will provide in achieving the stated objectives for the project. Must demonstrate sufficient understanding of the scope of work and desired outcomes: not more than 10 pages. The approach paper must contain at least the following: Table of Contents: Listing of contents of the approach paper with page numbers and/ references to annexures (if any); Executive Summary: A brief summary of the entire contents of the approach paper; Approach: Detailed approach that the tenderer feels best to deliver the intended services for the Project with identification of tasks, for each of the activities/ deliverables as have been foreseen in 'Part C3.1 Scope of work', detailing at least the following:

Clause number	Tender Data																		
	a) Technical approach and methodology should explain the BIDDERS understanding of the project objectives. It should highlight the issues of importance and explain the technical approach they will adopt to address them. The proposal should explain the methodologies, which are to be adopted, demonstrate the compatibility of these methodologies with the proposed approach and address any modifications required to complete the proposed scope of work. b) Management method should be developed and approved during the project-planning phase (inception phase) to confirm major deliverables/milestone and acceptance criteria. It should also be used to manage approved project processes and responsibilities. c) Stakeholder identification, management and reporting mechanism to be followed. d) Discuss the process of benchmarking with other leading countries during the execution of the study and how this exercise will benefit the project. The scoring of the approach paper will be as detailed hereunder: <table><tr><th>Evaluating Point</th><th>Assessment Criteria</th><th>Maximum allocated point(s)</th></tr><tr><td>Approach</td><td></td><td>30 points</td></tr><tr><td>Methodology to be adopted</td><td>Program knowledge (5), informative appropriateness of proposed approach (5) and presentation and organogram (5)</td><td>15 points</td></tr><tr><td>Project implementation schedule/Programme (Listed Activity in the section C3: Scope of Work)</td><td>Appropriateness of identified tasks (2), deliverables (1), defining milestones (1) and timeliness (1) with interdependencies to ensure delivery of the project on time</td><td>5 points</td></tr><tr><td>Project implementation Risks, Stakeholder identification and management</td><td>Adequacy of understanding of program risks (2) and appropriateness of stakeholder's identifications (3)</td><td>5 points</td></tr><tr><td>Skills Transfer</td><td>Skills Transfer to Municipal Infrastructure Support Agent (MISA) Young Graduate based at the municipality as well municipal officials if available.</td><td>5 points</td></tr></table>	Evaluating Point	Assessment Criteria	Maximum allocated point(s)	Approach		30 points	Methodology to be adopted	Program knowledge (5), informative appropriateness of proposed approach (5) and presentation and organogram (5)	15 points	Project implementation schedule/Programme (Listed Activity in the section C3: Scope of Work)	Appropriateness of identified tasks (2), deliverables (1), defining milestones (1) and timeliness (1) with interdependencies to ensure delivery of the project on time	5 points	Project implementation Risks, Stakeholder identification and management	Adequacy of understanding of program risks (2) and appropriateness of stakeholder's identifications (3)	5 points	Skills Transfer	Skills Transfer to Municipal Infrastructure Support Agent (MISA) Young Graduate based at the municipality as well municipal officials if available.	5 points
Evaluating Point	Assessment Criteria	Maximum allocated point(s)																	
Approach		30 points																	
Methodology to be adopted	Program knowledge (5), informative appropriateness of proposed approach (5) and presentation and organogram (5)	15 points																	
Project implementation schedule/Programme (Listed Activity in the section C3: Scope of Work)	Appropriateness of identified tasks (2), deliverables (1), defining milestones (1) and timeliness (1) with interdependencies to ensure delivery of the project on time	5 points																	
Project implementation Risks, Stakeholder identification and management	Adequacy of understanding of program risks (2) and appropriateness of stakeholder's identifications (3)	5 points																	
Skills Transfer	Skills Transfer to Municipal Infrastructure Support Agent (MISA) Young Graduate based at the municipality as well municipal officials if available.	5 points																	
5.13	Tender offers will only be accepted if:																		

Clause number	Tender Data
	1. 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. 2. The tenderer is not prohibited in terms of any legislation from submitting a tender. 3. The tenderer demonstrated that they have the capacity and capability to complete the work. 4. The tenderer does not pose a risk to the employer such as not having capacity in the region. 5. The Tenderer submitted realistic financial offers that are market-related. 6. The tenderer has not: a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect. c. the tenderer has completed the compulsory declarations and there are no conflicts of interest, which may impact the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
5.14	Only one signed copy of the contract will be provided by the employer to the successful Tenderer.
5.17	The additional conditions of tender are: Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities, or anywhere), the municipality requires an item similar/equivalent or better.
5.17	Cancellation and re-invitation of tenders Khâi-Ma Local Municipality may, prior to the award of the tender, cancel the tender if- (a) due to changed circumstances, there is no longer a need for the services, works, or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received; or (d) The tender validity period has expired; or (e) Gross irregularities in the tender processes and/or tender documents; or (f) No market-related offer received (after attempts of negotiation processes) Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
	TENDER AWARD A. The tender obtaining the highest number of total points may be awarded the contract unless the Employer decides otherwise (ref: T1.1 Tender notice and invitation to tender). B. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

Clause number	Tender Data
	C. The 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 the 2nd decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at the 2nd decimal place, and the resulting point will be considered.)</i> D. In the event that two or more Tenders have scored equal total points, 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 points 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 A. Joint Venture Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents. B. Costs incurred by Bidder. The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith. C. Acceptance of Bid The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender. D. Withdrawal of Tender during validity or Failure to sign 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;

Clause number	Tender Data
	then the Tenderer shall be liable for and pay to the Employer – i. All expenses incurred in calling for a fresh Tender, if it should be deemed necessary by the Employer to do so; ii. The difference between a 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, as the case may be. And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default. Provided always that the Employer may exempt a Tenderer from the provisions hereof if it is of the opinion that the circumstances justify such exemption. E. Repudiation of Tender or Invalidation of Contract If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member, or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract; a) has acted in a fraudulent or corrupt manner in obtaining or executing a Contract; b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour; c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company: d) to refrain from Tendering for this Contract; e) as to the amount of the Tender to be submitted by either party; f) has disclosed to any other person, firm, or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was

Clause number	Tender Data
	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 guidelines (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 obvious 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.

Clause number	Tender Data
	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.



KHÂI-MA LOCAL MUNICIPALITY

Tender no.:

**PROJECT: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (BIDDER) FOR
THE PROVISION OF A MICROGRID PROJECT IN POFADDER**

T2 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 comply with the eligibility criteria above 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. MBD 1 - Invitation to Bid
2. MBD 4 - Declaration of Interest
3. MBD 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. Schedule 1: Experience of the tenderer
10. Schedule 2: Experience of key person
11. Schedule 3: Approach Paper

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 results 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 the tenderer
3. C2.2 Activity Schedule

T2.2 RETURNABLE SCHEDULES

1. PART A – INVITATION OF BID

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION:					
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		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, COMPLETE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B – TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

2. MBD 4 - BIDDER'S DISCLOSURE DECLARATION OF INTEREST

2.1. No bid will be accepted from persons in the service of the state.

2.2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

2.3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.3.1 Full Name of bidder or his or her representative:.....

2.3.2 Identity Number:

2.3.3 Position occupied in the Company (director, trustee, hareholder²):.....

2.3.4 Company Registration Number:

2.3.5 Tax Reference Number:.....

2.3.6 VAT Registration Number:

2.3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

2.3.8 Are you presently in the service of the state?

YES / NO

2.3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

2.3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

2.3.9.1 If yes, furnish particulars.....

.....

2.3.10 Do you have any relationship (family, friend, other) with persons
in the service of the state and who may be involved with
the evaluation and or adjudication of this bid? **YES / NO**

2.3.10.1 If yes, furnish particulars.

.....
.....

2.3.11 Are you, aware of any relationship (family, friend, other) between
any other bidder and any persons in the service of the state who
may be involved with the evaluation and or adjudication of this bid? **YES**
/ NO

2.3.11.1 If yes, furnish particulars

.....
.....

2.3.12 Are any of the company's directors, trustees, managers,
principle shareholders or stakeholders in service of the state? **YES**
/ NO

2.3.12.1 If yes, furnish particulars.

.....
.....

2.3.13 Are any spouse, child or parent of the company's directors
trustees, managers, principle shareholders or stakeholders
in service of the state? **YES**
/ NO

2.3.13.1 If yes, furnish particulars.

.....
.....

2.3.14 Do you or any of the directors, trustees, managers,
principle shareholders, or stakeholders of this company
have any interest in any other related companies or
business whether or not they are bidding for this contract. **YES/**
NO

2.3.14.1 If yes, furnish particulars:

.....
.....

1 2.4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

1. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this bid are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for the price of the bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulations 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)
HDI - Per the B-BBEE level contributor	Level 1	10	
	Level 2	9	
	Level 3	8	
	Level 4	5	
	Level 5	4	
	Level 6	3	
	Level 7	2	
	Level 8	1	
	Non - Compliant contributor	0	
Locality	Within Borders of NC	4	
	Within Borders of Khaima	6	

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, qualify 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 the 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:	
	
	
	

**2. 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 that 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

- 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.**

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.

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)	

- Date: _____ Deponent _____ Signature: _____

Date: _____

B-BBEE EXEMPTED AFFIDAVIT FOR QUALIFYING SMALL ENTERPRISES (QSE)

*Issued in terms of paragraph(s) 9.6 and 12.6 (Implementation Guide for PPR 2017) and Paragraph(s) 3.7 & 5.1
of NT Circular No. 5 of 2016/2017*

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:	Supplier / Service provider	Consultancy services 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 that 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 Female 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 services	R50 million	
Supplier	R50 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)	

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 the commissioner.

Date: _____ Deponent Signature: _____

Commissioner of Oaths

Signature & stamp

Date: _____

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

(ATTACH HERE)

4. VALID CERTIFICATES OF A TENDERER

(ATTACH HERE)

5. 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):

6. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.		
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
PROJECT TITLE		
SCMU NUMBER		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

7. EVALUATION SCHEDULE 1: TENDERER'S EXPERIENCE (30 points)

Explanation of how points will be awarded for Relevant Project Experience

The experience of the tenderer as a company (as opposed to key staff members) should be for work done. Tenderers shall submit reference letters from the employer for the projects successfully completed. The projects should be within the previous 10-year period from the date of the tender advert.

The letter of completion or reference letter for the completed project is based on the consultant's history and managing projects of a similar nature to this bid. This experience must only relate to instances where the tenderer acted as the main/principal consultant.

Note: Signed completion certificates with contactable references on the client's letterhead should be included for each project for ease of reference. Only projects with practical/completion certificates will be evaluated.

The description should be presented in tabular form with the following headings and appended to this page. The Tenderer should submit completion certificates as a means of verification of listed projects completed. In addition, appointment letters or purchase orders should be submitted to support the listed highest value of the project completed.

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

1. The scoring of the tenderer's experience will be as follows:

15 points

- a) Less than 3 projects = 0 points
- b) 3 to 5 projects = 10 points
- c) 6 to 8 Projects = 20 Points
- d) 9 or more projects = 30 points

2. Highest value (Total Project Value) of a completed single project of the type of projects mentioned in item 1

15 points

- a) Below R1 Million = 0 points

- b) R 1 Million to below R 2 Million = 5 Points
- c) R 2 Million to below R 3 Million = 10 Points
- d) R 3 Million and above = 15 points

Total **30 points**

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

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

SignatureDate:.....

Name and Surname:.....Position:.....

Enterprise Name:.....

8. EVALUATION SCHEDULE 2: EXPERIENCE AND QUALIFICATIONS OF THE KEY PERSONNEL (50 points)

All personnel submitted by the tenderer cannot be changed without prior written approval from the employer. As per clause 7.2.2 of the Standard Professional Service Contract.

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

Tenderers must submit CVs of nominated key personnel referring to this schedule, preferably using font Arial regular 10 points having margins at each side no less than 2,54 cm and line spacing 1,50 for each of the proposed key personnel.

CVs including proof of qualifications and proof of registration (Where applicable) will be used for the evaluation of each personnel for this section.

Resources Required = 50 points

- A. Project Manager/TeamLeader = 20 points
- B. Draughtsperson = 15 points
- C. Clerk of Works = 15 points

The scoring of the key personnel will be as follows:

RESOURCE A: PROJECT MANAGER/TEAM LEADER (20 points)

Requirements;

- Minimum Qualification – BSc/BTech in Electrical Engineering
- Minimum experience - 5 years post qualification

Number of years of relevant experience

Attach the CV of the Project Manager with relevant experience. The Project Manager/Project lead must have a qualification in (BSc/BTech in Electrical Engineering and be professionally registered with ECSA.

1.1 Experience

10 points

- a) Below 5 years = 0 points
- b) 5 to below 10 years = 5 points
- c) 10 to below 15 years = 7 points
- d) 15 years and above = 10 points

1.2 Qualifications

10 points

- a) BSc/BTech in Electrical Engineering = 7 points
- b) Honours Degree or above in BSc/BTech in Electrical Engineering = 10 points

RESOURCE B: DRAUGHTSPERSON (15 points)

Requirements;

- Minimum Qualification – National Diploma in Electrical Engineering
- Minimum experience - 3 years post qualification

Attach the CV of the Draughtsperson.

2.1 Experience

10 points

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

2.2 Qualifications

5 points

- a) National Diploma in Draughting = 3 points
- b) B-Tech degree or above in National Diploma in Draughting = 5 points

RESOURCE C: CLERK OF WORKS (15 points)

Requirements;

- Minimum Qualification – N6 in Electrical Engineering
- Minimum experience - 3 years post qualification

Attach the CV of the Clerk of Works with relevant experience.

3.1 Experience

10 points

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

3.2 Qualifications

5 points

- a) N6 in Electrical Engineering = 3 points
- b) National Diploma or above in Electrical Engineering = 5 points

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

Signed	_____	Date	_____
Name	_____	Position	_____
<i>Enterprise name</i>			

9. EVALUATION SCHEDULE 3: APPROACH PAPER (20 points)

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

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

The approach paper must contain at least the following:

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

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

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

- a) Technical approach and methodology should explain the BIDDER's understanding of the project objectives. It should highlight the issues of importance and explain the technical approach they will adopt to address them. The proposal should explain the methodologies, that are to be adopted, demonstrate the compatibility of these methodologies with the proposed approach, and address any modifications required to complete the proposed scope of work.
- b) Management methods should be developed and approved during the project-planning phase (inception phase) to confirm major deliverables/milestones and acceptance criteria. It should also be used to manage approved project processes and responsibilities.
- c) Stakeholder identification, management, and reporting mechanism to be followed.
- d) Discuss the process of benchmarking with other leading countries during the execution of the study and how this exercise will benefit the project.

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

Evaluating Point	Assessment Criteria	Maximum allocated point(s)
Approach		30 points
Methodology to be adopted	Program knowledge (5), informative appropriateness of proposed approach (5), and presentation and organogram (5)	15 points

Project implementation schedule/Programme (Listed Activity in the section C3: Scope of Work)	Appropriateness of identified tasks (2), deliverables (1), defining milestones (1), and timeliness (1) with interdependencies to ensure delivery of the project on time	5 points
Project implementation Risks, Stakeholder identification and management	Adequacy of understanding of program risks (2) and appropriateness of stakeholder's identifications (3)	5 points
Skills Transfer	Skills Transfer to MISA Young Graduate based at the municipality as well municipal officials if available.	5 points

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

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

Signed _____ Date _____

Name: _____ Capacity: _____

Name of the Firm: _____

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

10. 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.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

11. 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 cover 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



KHÂI-MA LOCAL MUNICIPALITY

Tender no.:

**PROJECT: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (BIDDER) FOR THE
PROVISION OF A MICROGRID PROJECT IN POFADDER**

The Contract

Based on

GCC 2015: CIDB Standard Professional Services
Contract, 3rd version of July 2009



KHÂI-MA LOCAL MUNICIPALITY

Tender no.:

**PROJECT: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (BIDDER) FOR THE
PROVISION OF A MICROGRID PROJECT IN POFADDER**

C1 Agreements and Contract Data

1.1 C1.1 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:**

(Insert name and address of
organisation)

Name &
signature
of witness

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 Consultant 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 fulfill 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)

Me Samantha Tatas Titus

Capacity

Municipal Manager

For the

Khâi-Ma Local Municipality

Employer

Schedule of Deviations

1 Subject: Additional Conditions: Tender Data

Details: Reference is made to the additional Conditions as reflected in the Tender Data: Part T1 of this document to be noted by the Tenderer and will form part of the contract as reflected in this schedule. The additional conditions are as follows;

Condition D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award

Condition E. Repudiation of Tender or Invalidation of Contract

.....
2 Subject

Details
.....
.....
.....

3 Subject
Details

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

4 Subject
Details

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

5 Subject
Details

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

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

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



KHÂI-MA LOCAL MUNICIPALITY

Tender no.:

**PROJECT: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (BIDDER)
FOR THE PROVISION OF A MICROGRID PROJECT IN POFADDER**

The Contract

Based on

GCC: CIDB Standard Professional Services Contract, 3rd
version of July 2009



Khâi-Ma Local Municipality

Tender No:

PROJECT: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (BIDDER) FOR THE PROVISION OF A MICROGRID PROJECT IN POFADDER

C1.2 Contract data

The General Conditions of Contract are the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board and this document is not bound in this tender and is available free of charge from the CIDB website, www.cidb.co.za. Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

C1.2.1 PART ONE - DATA PROVIDED BY THE *EMPLOYER*

CLAUSE	CONTRACT DATA
1	The Employer is Khâi-Ma Local Municipality Physical Address: 21 Nuwe Street, Pofadder, 8890 Postal Address: P.O Box 108, Pofader, 8890 Telephone: 054 933 0040/44
3.4	The authorised and designated representative of the Employer is: Name: Mr. Hendry Christians The address for receipt of communications is: Physical Address: 21 Nuwe Street, Pofadder, 8890 Postal Address: P.O Box 108, Pofader, 8890 Telephone: 054 933 0040/44 Email: hendry@Khâi-Ma.gov.za
3.3	The language of communication is English.
3.5	The location for the performance of the project is as per the proposed site layout and locality plan as per C3: Scope of Works.
3.6	Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.
3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.

CLAUSE	CONTRACT DATA											
3.12	The penalty payable per day for completion of the whole of the works is R2000.00 per calendar day.											
3.15.1	Upon the award of the Contract, the programme shall be promptly submitted within a period not exceeding 14 days. The Accepted Programme refers to the most recently approved program by the Project Manager. It is hereby acknowledged that the latest accepted programme shall supersede any previously accepted programmes, thereby establishing the prevailing framework for project planning and execution.											
3.15.2	The Service Provider shall diligently revise and update the project program as and when directed by the Project Manager, in accordance with the Project Manager's determinations and instructions.											
3.16.1	Time-based fees which are stated in the Pricing Data as a unique rate and are not calculated by multiplying the total annual cost of employment contained, shall unless otherwise stated in the Contract Data, be adjusted in terms of 3.16.2 on each anniversary of the Starting Date. The indices are those contained in Table A of P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa											
4.3.1(d)	The Service Provider shall undertake the responsibility of providing necessary support and cooperation to the Employer in procuring approvals, licenses, and permits from the relevant state, regional, and municipal authorities with jurisdiction over the Project.											
5.4.1	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule. The Service Provider is required to provide the following insurances: <table><tr><th>Insurance against</th><th>Minimum amount of cover or minimum limit of indemnity</th><th>The period following the Completion of the whole of the services or earlier termination</th></tr><tr><td>Liability for 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</td><td>That which is prescribed by the Compensation Injuries and Diseases Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition</td><td>Till the end of the <i>completion date</i>.</td></tr><tr><td>Professional Indemnity Insurance (Professional Electrical Engineering Services)</td><td>R10 million without limit to the number of claims</td><td>Till the end of the completion date.</td></tr></table>			Insurance against	Minimum amount of cover or minimum limit of indemnity	The period following the Completion of the whole of the services or earlier termination	Liability for 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	That which is prescribed by the Compensation Injuries and Diseases Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	Till the end of the <i>completion date</i> .	Professional Indemnity Insurance (Professional Electrical Engineering Services)	R10 million without limit to the number of claims	Till the end of the completion date.
Insurance against	Minimum amount of cover or minimum limit of indemnity	The period following the Completion of the whole of the services or earlier termination										
Liability for 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	That which is prescribed by the Compensation Injuries and Diseases Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	Till the end of the <i>completion date</i> .										
Professional Indemnity Insurance (Professional Electrical Engineering Services)	R10 million without limit to the number of claims	Till the end of the completion date.										
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: a) Project and budget modifications. b) Personnel changes. c) Compliance with the Terms and Conditions.											

CLAUSE	CONTRACT DATA
	d) Financial requests
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule,
8.1	The Service Provider is to commence the performance of the Services within 14 days after the date of issuance (exclusive) of the award letter unless otherwise agreed by the Parties.
8.2.1	The Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.
8.4.3 (c)	The period of suspension under clause 8.5 is to apply subject to evaluation for resumption.
9.1	“Khâi-Ma Local Municipality retains all and/or any rights to any patents or copyright or intellectual rights to all and any documents in whatever format, inventions, designs, discoveries, or improvements as made, discovered, or conceived by the Consultants/Contractors in respect of any appointment whether wholly or partly, in connection with or incidental, to any appointment and which may relate to, or be in connection with, or be useful to the business carried out by the Khâi-Ma Local Municipality . Such patents or copyrights are not limited to any particular area or country and the Khâi-Ma Local Municipality reserves the right to alter, modify, adapt or change and use any designs, processes, or methods or any such patents or copyrights. All such documentation whatever format, inventions, designs, discoveries, or improvements as made, discovered, or conceived by the Consultants/Contractors may not include any company logo or other company details on or in any documents prepared for and on behalf of the Khâi-Ma Local Municipality”
11.1	a. If the Contractor subcontracts work, he is required to submit a signed agreement with the proposed Subcontractor/consultant detailing the proposed scope and exclusivity of the relationship and intention to get into a subcontracting agreement. b. The Contractor must submit the proposed Sub-contractor / consultant with an ECSA registration as a Professional Electrical Engineer or Professional Electrical Technologist (appropriate certificates to be submitted). c. The conditions of contract for the Subcontractor shall be based on the CIDB Standard Professional Service Contract, 3rd Version of July 2009, which is to be signed by both parties should the Contractor be successful.
11.2	A subcontractor, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts the performance of a part of the Services to Others.
12.1	All Interim settlement of disputes is to be by mediation/adjudication. The Adjudicator is the person selected by the Parties in terms of the relevant Contract Clause.
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by 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).
12.4.1	In the event that the parties fail to agree on an arbitrator, the adjudicator nominating body 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).

CLAUSE	CONTRACT DATA
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of R5 000 000.00
13.5.1	The provisions of 13.5 do not apply to the Contract.
13.6	The provisions of 13.6 do not apply to this contract.
15	The interest rate will be the prime interest rate of the Employer's bank at the time that the amount is due.

C1.2.2 PART TWO - DATA PROVIDED BY THE CONTRACTOR

CLAUSE	DATA
1	The Name of the Professional Service Provider is: Physical Address: Postal Address: Tel: Fax:
5.3	The authorized and designated representative of the Service Provider is: Name: The address for receipt of communications is: Physical Address:

	 Postal Address: Tel: Fax:																								
7.1.2	The Key Person and their functions in relation to this assignment are: <table border="1"> <thead> <tr> <th>No.</th> <th>Name and Surname</th> <th>Specific Function</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> </tr> </tbody> </table>	No.	Name and Surname	Specific Function	1			2			3			4			5			6			7		
No.	Name and Surname	Specific Function																							
1																									
2																									
3																									
4																									
5																									
6																									
7																									



KHÂI-MA LOCAL MUNICIPALITY

Tender no.:

**PROJECT: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (BIDDER)
FOR THE PROVISION OF A MICROGRID PROJECT IN POFADDER**

PART C2: PRICING DATA

PART C2: Pricing Data

1.2 C2.1 Pricing Instructions

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.
2. While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, guideline tariffs of fees or indicative time-based fee rates are gazetted annually by each of the built environment professional bodies, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
3. 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.
 - Quantity: The number of units of work for each item.
 - Rate: The agreed payment per unit of measurement.
 - Amount: The product of the quantity and the agreed rate for an item.
 - Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
 - 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.
4. A rate, sum, percentage fee, and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price or a nil rate is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
5. 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.

6. 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 upon with the employer before such services are rendered.
7. 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.
8. 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.
9. Tendered time-based fees (where the unit of measurement is time-based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. 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. Provision for time-based services that fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed upon with the Employer before any work in this regard commences.
11. The categories of persons in respect of time-based fee rates for engineering services shall be as defined in Clause 4.2 of the Guideline for Services and Processes for Estimating

Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 117 of 2013).

12. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
13. Where a provisional sum has been provided in respect of additional construction monitoring services, the service provider shall, when called upon to do so by the Employer, submit a proposal in respect of such construction monitoring 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.
14. 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/Service Providers. Where the sub-contracted 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.
15. 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.
16. 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.
17. Part-time construction monitoring staff shall be reimbursed for either the return office to the 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.

18. The per kilometer 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. This rate is currently R4.00/km (excluding VAT).
19. 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 as amended by the Contract Data.
20. 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.
21. All charges in respect of attendance at meetings and the provision of secretarial 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. Tender Data shall be applicable to the submission of Activity Schedules which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Activity Schedules.
 - If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where an Addenda has been issued that amend the Activity Schedule, then the printed Activity Schedule shall take these into account.
24. The pages of the issued Activity Schedule should not be removed from the tender document.

C2.2 Schedule of Quantities

Item Description	Remark
Engineering Service (Elec/Civil, etc.)	
Construction Cost	
Fee Percentage	

1.	Normal Services	%Fee	Fee Value (R)	Discount	Amount (R)
1.1	Inception				
1.2	Concept&Viability				
1.3	Design Development				
1.4	Documentation &Procurement				
1.5	Contract Administration and Inspection				
1.6	Close-out				
	Total Value-Based Fee				
2.	Additional Services	Unit	Qty	Rate	Amount
2.1 Internal Services					
2.1.1	Travelling				
2.1.2	Construction Monitoring				
2.1.3	Disbursements				
2.2 External Services					
2.2.1	Health&Safety Agent				
2.2.2	Environmental Authorization				
2.2.3	Topographical Survey& Pegging				
	Total Additional Services				

	Total Professional Fees (Excluding VAT)	
	Total Professional Fees (Including VAT)	
	Total as % of Construction Cost	

Signed

Date

Name

Position

Enterprise name



KHÂI-MA LOCAL MUNICIPALITY

Tender no.:

**PROJECT: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (BIDDER) FOR
THE PROVISION OF A MICROGRID PROJECT IN POFADDER**

PART C3: SCOPE OF WORK

C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT

1 DESCRIPTION OF WORKS

1.1 Background

The Khâi-Ma Local Municipality is classified as a Category B municipality and was proclaimed as a local municipality with a council combined with a ward participatory system. The Khâi-Ma Municipality is deemed to be a low-capacity municipality and shares executive and legislative authority with the Namakwa District Municipality.

The Khâi-Ma local municipality has four (4) wards that cover an area of approximately 15,715 km², making it the second smallest local municipality in the Namakwa District Municipality. The municipality is made up of 82.8% urban area and 17.2% of mainly farm area (Stats SA, 2011) with its main town being Pofadder. Pofadder lies about 165 km east of Springbok, about 50 km south of Velloorsdrif border post with Namibia, Onseepkans, and the Gariep River, and 125 km west of Kakamas. The Orange River which flows to the west coast is the northern border of the Municipality and for more than 200 km southward, there are no towns in the barren Greater Karoo, only a few very small settlements.

The municipality can be reached by a national route (N14), regional route (R358), and Loop 10 from different ways and are also connected to Namibia through one of the roads (R358) and a gravel road from the turnoff to Pella to Witbank via Goodhouse and Steinkopf in the Nama Khoi Municipality. The municipality forms part of the Namakwa district municipalities as shown in the locality map in Figure 1 below.



Figure 1: Locality map

The Khâi-Ma local municipality population growth has been growing by 0.83% since 2011 (Stats, SA, 2011), which saw over time an increase in the demand for electrification by community members. The inadequate Notified Maximum Demand (NMD) hampered any infrastructure development to service these demands, creating demand backlogs. The municipality acknowledged this constraint for infrastructure development and adopted strategies that would help with addressing these challenges, and one of the interventions was to adopt a strategy that would include the incorporation of Renewable Energy resources to supplement the capacity constraints to reduce demand backlogs.

1.1.1 Project Background

The Khâi-Ma local municipality faces capacity constraints due to the exceedance of the Notified Maximum Demand (NMD) which has had an impact on the provision of electricity. To mitigate against capacity constraints the municipality identified the Microgrid system as one alternative energy source to address electricity provision backlogs.

Khâi-Ma local municipality lies within the Namakwa district, a region that is geospatially located where the amount of sun per square meter is the highest in the country, a key factor that was considered for identifying Solar Energy as a key Renewable Energy resource that would address the electrification backlogs whilst mitigating for the NMD constraint.

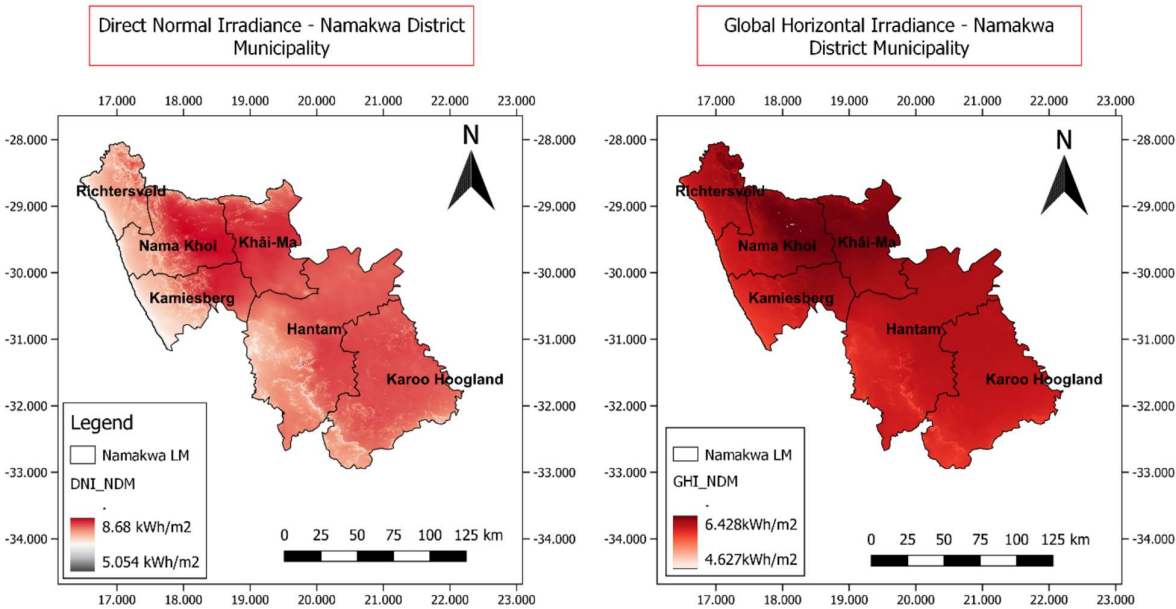


Figure 2: Solar Resource map for Namakwa District Municipality relative to its local municipalities: Source: Energy Need Assessment Report (USAID-SAEP)-RFP#22-001

The municipality was approved by the Department of Mineral Resources and Energy (DMRE) through its Integrated National Electrification Programme (INEP) grant to implement a Microgrid project to supplement capacity challenges with cost-effective energy supply options for regional and remote communities.

1.2 Employers objectives

Khâi-Ma local municipality’s objective is to appoint an electrical engineering professional service provider (BIDDER) to successfully implement the Microgrid project in line with the municipality's commitment to provide reliable, relevant, sustainable, and quality services to the communities it serves.

1.3 OVERVIEW OF THE WORKS AND SERVICES

The overview of the works involves the implementation of a Microgrid system to service 22 households is as outlined in the Surveyor General (SG) site layout No.: 1142/2013 in Pofadder over the term of the contract. The services may, however, extend across the boundaries of the service area to address interface and cross-over issues.

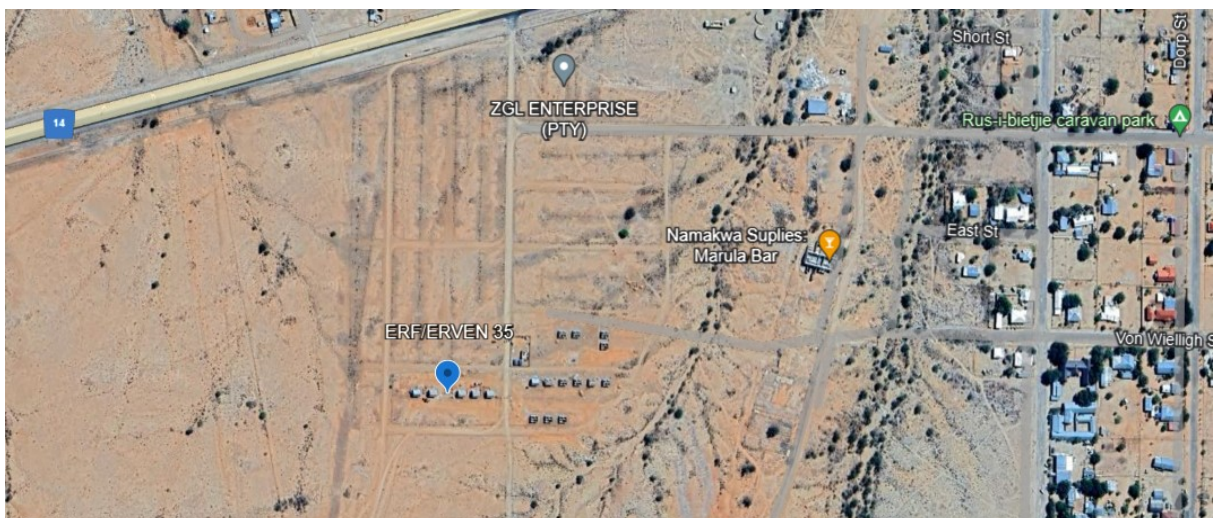
1.4 EXTENT OF THE WORKS

The extent of the works for this contract is to Investigate, Plan, Design, Procure, Administer the Contract, and Test & Commission the Microgrid project for the following work activities:

- a) Site Assessment
- b) System Design
- c) Equipment Procurement
- d) Installation and Construction
- e) Testing and commissioning
- f) Operation and Maintenance
- g) Monitoring and Control System
- h) Training and Documentation

1.5 LOCATION OF THE WORKS

The project is located in the town of Pofadder as outline by the Surveyor General (SG) site layout No.: 1142/2013 stand. The locality map for the project area is provided below with the following area coordinates **29°07'42"S and 19°23'17"E**.



1.6 BENEFICIARIES

The spatial planning for ERF/Erven 35 is planned for 198 households, however, for this phase of the project only 22 households will benefit.

1.7 SOCIO-ECONOMIC BENEFITS

The Socio-Economic benefits will include amongst others, increased energy reliability, reduced energy costs, improved energy security, environmental benefits, job creation, and economic development.

2 PROJECT STAGES AND DELIVERABLES

2.1 Project Stages and Deliverables

The project stages and deliverables will be as follows;

Stage 1 – Inception

Defined as: Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations, and strategies.

1. Assist in developing a clear project brief.
2. Attend project initiation meetings.
3. Advise on procurement policy for the project.
4. Advise on the rights, constraints, consents, and approvals.
5. Define the scope of services and scope of work required.
6. Conclude the terms of the agreement with the client.
7. Inspect the site and advise on the necessary surveys, analyses, tests, and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
10. Determine the availability of data, drawings, and plans relating to the project.
11. Advise on criteria that could influence the project life cycle cost significantly.
12. Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables will typically include: The submission of a Project Execution Plan (PEP) encompasses various deliverables that are typically combined into a single document. These deliverables include, inter alia:

1. **Project Operation and Management Plan-** It establishes the appropriate terms and steps to follow to meet the contractual requirements (i.e., Baseline programme, Budgets, Cashflows, reporting, etc.).
2. **Key Personnel Details** – provides details about the key personnel involved in the project, highlighting their unique responsibilities and roles.
3. **Project Scope Definition** - outlines the project scope, defining the boundaries and objectives of the project.
4. **Quality Management Plan-** It establishes a clear understanding of the desired level of quality and ensures that the entire team agrees on the definition of quality.
5. **Operational Considerations** - takes into account the operational aspects of the project.
6. **Risk Management Plan** - includes a risk management component, identifying potential risks and outlining strategies to mitigate them.
7. **Project Governance and Communication Strategies** - outlines the governance structure for the project, including communication strategies, stakeholder management, and decision-making processes.

Stage 2 – Concept and Viability (often called preliminary design)

Defined as: Prepare and finalize the project concept in accordance with the brief, including project scope, scale, character, form, and function, plus preliminary programme and viability of the project;

1. Agree on the documentation programme with the Client and other consultants involved.
2. Attend design and technical meetings.
3. Establish the concept design criteria.
4. Prepare initial concept design and related documentation.
5. Advise the client regarding further surveys, analyses, tests, and investigations that may be required.
6. Establish regulatory authorities' requirements and incorporate them into the design.
7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
8. Establish access, utilities, services, and connections required for the design.

9. Participate in coordinated design interfaces with the architect or other consultants involved.
10. Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and clients and suitable for costing.
11. Provide cost estimates and life cycle costs, as required.
12. Liaise, co-operate, and provide necessary information to the client, and other consultants involved.

Deliverables will typically include: The submission of a Concept and Viability report encompasses various deliverables that are typically combined into a single document. These deliverables include, inter alia:

1. **Project Goals and Objectives:** The report should clearly define the goals and objectives of the project. This includes outlining the desired outcomes and the purpose of the project.
2. **Concept Description:** The report should provide a detailed description of the project concept. This includes explaining the idea, its scope, and how it aligns with the organization's objectives.
3. **Viability Assessment:** The report should assess the viability of the project concept. This involves evaluating the feasibility, practicality, and potential success of the project. It may include analyzing market demand, technical feasibility, financial viability, and any potential risks or challenges.
4. **Operational Requirements:** The report should define the operational requirements of the project. This includes determining the power generation capacity, assessing the allocated NMD, determining the required ADMD, and assessing the existing infrastructure and integration requirements. Consider the project's scalability and flexibility to accommodate future changes or expansions.
5. **Design Concepts:** Present different design concepts or alternatives that have been considered during the preliminary design phase. This includes evaluating the pros and cons of each concept and selecting the most promising one for further development.
6. **Preliminary Design Details:** Provide a high-level overview of the preliminary design features and components. This includes describing the key design decisions, methodologies and approaches that have been adopted.
7. **Environmental Impact:** Assess the environmental impact of the project. Consider any potential environmental benefits or concerns.
8. **Deliverables and Milestones:** The report should identify the key deliverables and milestones of the project. Deliverables are tangible or intangible outcomes that need

to be produced or achieved during the project. Milestones are significant points in the project timeline that mark the completion of specific deliverables or stages.

9. **Resource Requirements:** The report should outline the resources required to execute the project successfully. This includes identifying the necessary human resources, equipment, technology, and financial investments needed to support the project.
10. **Risk Assessment and Mitigation:** The report should identify potential risks and challenges associated with the project and propose strategies to mitigate them. This includes assessing risks related to technology, market conditions, regulatory compliance, and other factors that may impact the project's success.
11. **Cost and Benefit Analysis:** The report should include a cost and benefit analysis of the project. This involves estimating the financial costs associated with the project and evaluating the potential benefits and returns on investment.
12. **Recommendations:** Based on the assessment of the project concept and viability, the report should provide recommendations on whether to proceed with the project, modify the concept, or explore alternative options.

Stage 3 – Design Development (also termed detailed design)

Defined as: Develop the approved concept to finalize the design, outline specifications, cost plan, financial viability, and programme for the project which includes:

1. Review the documentation programme with the principal consultant and other consultants involved.
2. Attend design and technical meetings.
3. Incorporate the client's and authorities' detailed requirements into the design.
4. Incorporate other consultants' designs and requirements into the design.
5. Prepare design development drawings including draft technical details and specifications.
6. Review and evaluate design and outline specification and exercise cost control.
7. Prepare detailed estimates of construction costs.
8. Liaise, cooperate, and provide necessary information to the Client and other consultants involved.
10. Submit the necessary design documentation to local and other authorities for approval.

Deliverables will typically include: The submission of a Detailed Design report encompasses various deliverables that are typically combined into a single document. These deliverables include, inter alia:

1. **Design Specifications:** Provide detailed design specifications that outline the requirements, constraints, and technical details of the project. This includes dimensions, materials, performance criteria, and any other relevant specifications.
2. **Design Drawings:** Include detailed design drawings, such as architectural plans, engineering diagrams, electrical schematics, or any other visual representations that illustrate the design concept and its components.
3. **Bill of Materials:** Provide a comprehensive list of all the materials, components, and equipment required for the design. This includes quantities, specifications, and any associated costs.
4. **Technical Calculations:** Include any technical calculations or analyses performed during the design process. This may involve structural calculations, load analysis, energy efficiency calculations, or any other relevant engineering calculations.
5. **Prototypes or Models:** Present prototypes or models that demonstrate the physical representation of the design concept. This can include 3D printed models, scaled-down prototypes, or virtual simulations.
6. **Testing and Validation Results:** Include the results of any testing or validation conducted on the design. This may involve performance testing, functionality testing, safety testing, or any other relevant tests to ensure the design meets the specified requirements.
7. **Manufacturing and Assembly Instructions:** Provide detailed instructions for manufacturing and assembling the design. This includes step-by-step procedures, assembly diagrams, and any specific guidelines or considerations.
8. **Quality Assurance and Control:** Outline the quality assurance and control measures implemented during the design process. This includes quality standards, inspection procedures, and any quality control documentation.
9. **Risk Assessment and Mitigation:** Identify and assess potential risks associated with the design. This includes evaluating safety risks, regulatory compliance, and any other factors that may impact the design's performance or safety. Propose strategies to mitigate these risks.
10. **Documentation and Reporting:** Include any additional documentation or reports that support the design. This may involve design documentation, technical reports, user manuals, or any other relevant documentation.

Stage 4 – Documentation and Procurement

Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of

necessary resources for the execution of the project.

1. Attend design and technical meetings.
2. Prepare specifications and preambles for the works.
3. Accommodate services design.
4. Check cost estimates and adjust designs and documents, if necessary, to remain within budget.
5. Formulate the procurement strategy for contractors or assist the client where relevant.
6. Prepare documentation for contractor procurement.
7. Review designs, drawings, and schedules for compliance with the approved budget.
8. Call for tenders and/or negotiation of prices and/or assist the client or quantity surveyor where relevant.
9. Liaise, cooperate and provide necessary information to the client and the other consultants as required.
10. Evaluate tenders.
11. Prepare contract documentation for signature.
12. Assess samples and products for compliance and design intent.
13. Assist in pricing, documentation, and tender evaluation as required when the detailed services for these activities are provided by others.

Deliverables will typically include: The submission of a Tender Package and Documentation encompasses various deliverables that are typically combined into a single document, with supplementary documentation submission/s. These deliverables include, inter alia:

1. **Scope of Work: Scope of Work (SOW):** outlines the overall objectives, deliverables, and boundaries of a project. It defines what needs to be accomplished and the major tasks or activities involved in the project.
2. **Project Schedule:** Provide a high-level project schedule that outlines the key milestones and timelines for the project. This helps contractors understand the project's timeline and duration.
3. **Contractual Terms and Conditions:** Provide the contractual terms and conditions that will govern the relationship between the client and the selected contractor. This includes legal and commercial terms, rights and obligations, payment terms, and any other relevant contractual provisions.

4. **Tender Submission Format:** Specify the format and structure for the tender submission. This includes any required forms, templates, or documents that contractors need to complete and submit as part of their response.
5. **Evaluation Criteria:** Clearly define the evaluation criteria that will be used to assess the tender submissions. This includes the factors that will be considered, such as price, technical capability, experience, and any other relevant criteria. It may also include the weighting or scoring system for each criterion.
6. **Technical Specifications:** Outline the technical specifications and requirements for the engineering project. This includes detailed descriptions, performance criteria, standards, and any other technical requirements that contractors need to meet.
7. **Works Information:** detailed information about the specific works or tasks that need to be executed as part of a project. It includes specific instructions, technical details, and requirements related to the execution of the project.
8. **Bill of Quantities (BOQ):** Include a detailed bill of quantities that lists the quantities and types of materials, equipment, and labor required for the project. This helps contractors understand the scope of work and estimate their costs accurately.
9. **Health and Safety Requirements:** Specify the health and safety requirements that contractors need to adhere to during the execution of the project. This includes any relevant regulations, safety protocols, and risk management procedures.
10. **Tender Evaluation Report** - provide a comprehensive assessment and analysis of the bids received from potential contractors or suppliers including tender recommendations.

Stage 5 – Contract Administration and Inspection

Defined as: Manage, administer, and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

1. Attend site handover.
4. Issue construction documentation in accordance with the contract documentation and schedules.
5. Carry out contract administration procedures in terms of the contract.
6. Prepare schedules of predicted cash flow.
7. Prepare proactive estimates of proposed variations for client decision-making.
8. Attend regular site, technical, and progress meetings.
9. Inspect the works for conformity to contract documentation

10. Review the outputs of quality assurance procedures and advise the contractor and the client on the adequacy and the need for additional controls, inspections, and testing.
12. Adjudicate and resolve financial claims by contractors.
13. Assist in the resolution of contractual claims by the contractor.
14. Establish and maintain a financial control system.
15. Clarify details and descriptions during construction as required.
16. Prepare valuations for payment certificates to be issued by the principal agent.
17. Witness and review all tests and mock-ups carried out on-site.
18. Check and approve contractor drawings for compliance with contract documents.
19. Update and issue drawings register.
20. Issue contract instructions as and when required.
21. Review and comment on operation and maintenance manuals, guarantee certificates, and warranties.
22. Inspect the works and issue practical completion and defects lists.
23. Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.

Deliverables will typically include: The submission of progressive Contract and Inspection activities encompass various deliverables that include inter alia:

1. **Contract Documents:** The finalized contract documents, including the signed contract agreement, terms and conditions, and any amendments or addendums.
2. **Inspection Reports:** Reports documenting the inspections conducted during the construction phase to ensure compliance with project specifications, codes, and standards. These reports may include findings, observations, and recommendations for corrective actions if necessary.
3. **Quality Assurance/Quality Control (QA/QC) Documentation:** Documentation related to the contractor's quality assurance and quality control processes, including quality plans, inspection and test plans, quality records, and any non-conformance reports.
4. **Progress Reports:** Reports providing updates on the progress of the construction work, including milestones achieved, work completed, and any delays or issues encountered. These reports help track the contractor's performance and project timeline.

5. **Change Orders/Variations:** Documentation related to any changes or variations to the original contract, including change orders, variation orders, and associated approvals or negotiations. These documents capture any modifications to the scope of work, schedule, or cost.
6. **Payment Certificates:** Certificates or documentation related to the contractor's payment requests, including invoices, progress payment certificates, and any supporting documentation for the work completed.
7. **Punch Lists:** Lists of outstanding items or deficiencies identified during the final inspection before project completion. These lists outline the remaining work or corrections required to achieve project completion and handover.
8. **As-Built Drawings:** Updated drawings or documentation reflecting any changes or modifications made during the construction phase. These drawings provide an accurate representation of the final installed systems or components.
9. **Final Inspection and Acceptance Documentation:** Documentation related to the final inspection and acceptance of the completed work, including acceptance certificates, client sign-offs, and any outstanding issues or punch list items.
10. **Project Closeout Documentation:** Documentation required for the formal closeout of the project, including final reports, warranties, operation and maintenance manuals, record drawings, and any other relevant project-specific documentation.

Stage 6 – Close-Out

Defined as: Fulfil and complete the project close-out, including necessary documentation to facilitate effective completion, handover, and operation of the project.

1. Inspect and verify the rectification of defects.
2. Receive, comment, and approve relevant payment valuations and completion certificates.
3. Prepare and/or procure operations and maintenance manuals, guarantees, and warranties.
4. Prepare and/or procure as-built drawings and documentation.
5. Conclude the final accounts where relevant.

Deliverables will typically include: The submission of a Close-Out report encompasses various deliverables that are typically combined into a single document. These deliverables include, inter alia:

1. **Project Summary:** An overview of the project, including its objectives, scope, duration, and key stakeholders.
2. **Deliverables:** A list of the project deliverables that were agreed upon at the start of the project. This can include products, services, reports, software, prototypes, or any other results that were expected to be delivered.
3. **Project Performance:** An assessment of the project's performance against its objectives, including a review of milestones achieved, budget adherence, schedule compliance, and quality of deliverables.
4. **Lessons Learned:** Reflections on the project's successes, challenges, and lessons learned. This can include identifying best practices, areas for improvement, and recommendations for future projects.
5. **Documentation:** A summary of the project documentation, including contracts, agreements, change orders, meeting minutes, and any other relevant records.
6. **Financial Summary:** A financial overview of the project, including the budget, expenditures, and any outstanding financial matters.
7. **Closure of Contracts:** Documentation related to the closure of contracts with contractors, suppliers, or vendors involved in the project. This can include final payments, release of liens, and any necessary contract close-out procedures.
8. **Client Satisfaction:** Feedback or survey results from clients or stakeholders regarding their satisfaction with the project's outcomes, communication, and overall experience.
9. **Outstanding Issues:** Identification of any outstanding issues, defects, or punch list items that need to be addressed after project completion.
10. **Recommendations:** Recommendations for follow-up actions, such as ongoing maintenance, warranty management, or future enhancements.

2.2 Additional Deliverables

The implementation of the Microgrid project should encompass the following additional deliverables:

1. **Training and Documentation:** This deliverable involves providing training to the at least two senior employees personnel on the operation and maintenance of the microgrid system. It includes user manuals, operating procedures, and training materials to ensure that the system can be effectively operated and maintained.
2. **Minimum Holding spares:** This deliverable includes provision of the initial list of minimum holding spares to enable operational readiness.

3. **Monitoring and Control System:** This deliverable includes the implementation of a monitoring and control system for the Microgrid system. It allows for real-time monitoring of system performance, remote control of equipment, and data collection for analysis and optimization.

Note: After the implementation of the microgrid system, it is a requirement that the consultant conducts a final test and evaluation of the system at the end of the defect and liability period. This evaluation should assess the performance, functionality, and compliance of the microgrid system with the project specifications and requirements. The consultant should provide a comprehensive report detailing the findings, including any identified defects or issues that need to be addressed. The evaluation should ensure that the microgrid system is fully operational, reliable, and meets the intended objectives.

3 LEGISLATIVE AND STATUTORY REQUIREMENTS

The bidder is obligated to adhere to all applicable laws, regulations, and standards, including those set by Eskom, National Rationalised Specifications (NRS), Khâi-Ma Local Municipality, professional conduct standards, and industry norms established in relevant South African national standards published under the Standards Act of 2008 or standards recommended by professional associations. Bidders must be aware of and comply with all legislation and standards that are specifically relevant to the services being provided. The following requirements are among those that must be observed, but this list is not exhaustive.

- a. Occupational Health and Safety Act 85 of 1993 (Act 85 of 1993)
- b. National Environmental Management Act 107 of 1998 (Act 107 of 1998)
- c. Engineering Profession Act, 2000 (Act No. 46 of 2000),
- d. Electricity Regulation Act (Act No. 4 of 2006)
- e. National Electricity Act No 34 of 2008 (NEA)
- f. National Regulator Act No 40 of 2004

4 REPORTING REQUIREMENTS

The prospective bidder shall have a legal obligation to furnish the employer with the designated recurring reports, strictly conforming to a mutually agreed format.

- a. Project Execution Plan
- b. Concept and Viability Report
- c. Design Development Report
- d. Tender Documentation and Evaluation Report

- e. Monthly Construction progress status reports
- f. Close-out Report

5 TIMEFRAME

Khâi-Ma local municipality foresees the project's completion within a 12-month timeframe, starting from the date of acceptance of the award. The municipality acknowledges and welcomes any proposals that aim to expedite the project's conclusion, expressing gratitude for such suggestions.

6 TEST AND INVESTIGATIONS

The implementation of the microgrid project will entail the diligent execution of a comprehensive array of tests, investigations, and studies, encompassing the following key aspects:

- a. Thorough feasibility assessment to meticulously evaluate the technical and financial viability of the project.
- b. Meticulous deliberation on optimal design considerations and meticulous assessment of the project's financial feasibility.
- c. Rigorous testing and validation procedures to ensure the seamless functionality and reliability of the microgrid system.
- d. Methodical performance testing to assess the system's efficiency and efficacy under diverse operating conditions.
- e. Prudent and meticulous stability analysis to evaluate the resilience and stability of the microgrid in response to various potential challenges.
- f. Assiduous adherence to legal and regulatory frameworks governing microgrid implementation, ensuring full compliance and adherence to all pertinent laws and regulations.

7 GENERAL REQUIREMENTS OF THE TENDERER

The prospective bidder is required to possess the appropriate expertise and practical experience necessary to fulfill the project deliverables in accordance with the specified requirements.

8 INFORMATION PROVIDED BY THE MUNICIPALITY

The following information will be supplied:

- a. Liaison and contact details of the stakeholders, including officials through which the preparation work and implementation must be facilitated.
- b. Background information regarding the project and strategic purpose of this work.

9 EXISTING SERVICES

The asset management plan formulated by the municipality will delineate the current services within the project area.

10 PERMIT AND WAYLEAVES

The requisite permits and wayleaves shall be duly facilitated via the Khâi-Ma Local Municipality in accordance with the applicable legal procedures

11 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURE

The prospective bidder is responsible for the safety and welfare of its employees and any Sub-consultants employed.

The bidder's attention is directed to the requirements of the Occupational Health and Safety Act No. 85 of 1993 as amended, which shall at all times be adhered to by the bidder, his employees, and Sub-consultants.

- a. Bidders shall submit a copy of their company's internal Safety and Health Policy.
- b. Bidders shall submit the project-specific SHE plan

12 STAKEHOLDER MANAGEMENT

The ensuing table presents the pertinent stakeholders associated with this undertaking.

Stakeholder	Roles and Responsibilities
Khâi-Ma Local Municipality	Project owners and Project Managers.
MISA	Support and give guidelines regarding Technical Support and Project Management.
Provincial DMRE	Project sponsor who will be supporting and giving guidance with alignment with provincial programs.
District Municipalities	Support Khâi-Ma local municipality with the implementation of this project (where appropriate) and give guidance during the social facilitation process including project steering committees, recruitment of labor, and identification of SMMEs.
Sector Departments	Support and give guidelines with sector-specific standards (DWS, Transport, Environment, Sport, etc).
Professional Service Providers	Undertake the provision of professional services.
Contractors	Undertake construction works.

13 RISK MANAGEMENT

The tenderer is obligated to collaborate with the employer in analyzing and alleviating risks inherent in the execution of this project.



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PART C3: SCOPE OF WORK

C3.2 PROJECT SPECIFICATIONS

PROJECT SPECIFICATION

1 SCOPE:

This project specification sets out the general description of the project, the facilities available, and the requirements to be met.

2 ENGINEERING MANAGEMENT

2.1 Designs

The bidder shall be responsible for the development and validation of all Permanent Works designs unless otherwise stated by the Employer.

2.2 Design Procedures

The bidder shall ensure that all relevant and required design procedures as per the industry standards and/or best practices are submitted to the Employer.

2.3 Design Briefs

The bidder shall be responsible for developing the design briefs.

2.4 Drawings

The bidder is required to comply with the following drawing management requirements:

- a. The bidder shall ensure that all As-built drawings (i.e., Design layout, SLD, scheme diagrams, wiring diagrams, etc.) are delivered in software copies in both editable and PDF formats.
- b. The bidder shall list all drawings generated for the project in a drawing register and ensure the correct version is captured during the construction phase and at the As-built phase.
- c. The drawing register shall be made available in hardcopy (A3 size) and soft copy, the format is to be agreed upon by the parties.
- d. The bidder shall ensure that Single-line diagrams (SLD) are provided as part of the project's As-built drawings.

3 MANAGEMENT OF WORKS

3.1 Facilities to be provided by the Employer

The Employer does not offer any facilities or equipment.

3.2 Invoice

Invoices submitted shall be a Tax invoice if the bidder is VAT registered.

4 QUALITY MANAGEMENT

The bidder shall implement a quality management system that complies with the requirement of quality management standards outlined in ISO 9001:2015.

5 PROJECT MANAGEMENT

The project management for this contract shall embrace the utilization of the Project Management Book of Knowledge (PMBOK) methodology to carry out the scope of work outlined in the contract.

6 DOCUMENT MANAGEMENT

The bidder is required to comply with the following Document management requirements:

- a. In compliance with the implementation of a quality management system in terms of the ISO 9001:2015 quality management standards.
- b. All approved project documents (including project files) shall be delivered in both soft copy and hard copy format.
- c. The bidder shall develop a document control management system which inter alia, shall include compliance with the following document control requirements:
 - Title of Document
 - Document Number/Identification
 - Project Name
 - Project Number/ID
 - Page numbering format (e.g., page 1 of ?)
 - All documentation to have the Employer, bidder, and Contractor (i.e., specific to handover files, Certificates, Quality Control&Assurance documentation) logos.
- d. All submitted documentation shall have the following persons listed for document control in the approval section:
 - Author (by the appropriate discipline lead),
 - Reviewer (by the appropriate peer reviewer),
 - Release (According to the project structure).
- e. All submitted documentation shall be traceable to the relevant project.

7 REPORTING MANAGEMENT

The bidder is required to comply with the following reporting management requirements:

- a. **Project meetings** – the bidder shall be required to be part of all project meetings.
- b. **Ad-hoc Meetings** - the bidder shall be required to attend ad-hoc meetings from time to time, with the Employer, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.
- c. **Community and Stakeholder Meetings** - the bidder shall be required to contribute to and attend community/stakeholder meetings, presenting proposals at these forums, and taking cognizance of input from the various interested and affected parties in the conceptual and detailed design development, where possible. It is not anticipated that it will be necessary to continue with community/stakeholder participation through the

construction period, other than to respond to any individual queries/concerns that may be raised.

- d. **Additional Meetings** -The bidder shall be represented at all meetings by at least one of the key personnel, preferably the project leader.

8 PAYMENT MANAGEMENT

The bidder shall submit interim claims for payment (invoices), however, payments shall be processed upon re-measurement of the works through a site walkthrough with the prospective bidder to measure physical progress. All interim claims must be accompanied by an original tax invoice. Payment will be effected within 30 days of the date on the tax invoice.

9 KEY PERSONNEL

The bidder shall ensure that all key personnel have adequate capacity to deliver on the requirements of the contract and ensure that capable key personnel are employed in the execution of the contract in line with the requirements of clause 7.2 (Part 1: Data by Employer).



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PART C4 : SITE INFORMATION

C4.1 LOCALITY PLAN

The site is located in Pofadder in ward 2, on the stand as outlined by the Surveyor General (SG) site layout No.:1142/2013, with the following coordinates 29°07'46"S and 19°23'06"E. The Figure below provide the project area locality map.



Figure 3: Site photo

C4.2 SITE INFORMATION

a. Access to Site

Access to the proposed site is from the N14 and is approximately 2km from the municipal offices, located at 21 Nuwe Street in Pofadder. Alternatively, the site can be accessed via internal town roads (e.g., Kerk and Von Weilligh).

b. Climate Conditions

The area has an extremely low average rainfall of 106 mm per annum³, with the average temperatures ranging from a daily average maximum temperature of 35 Celsius degrees in summer (January) to a daily average minimum temperature of 9 degrees Celsius degrees in winter (July).

c. Topography

The general area where the proposed site is located is characterised by the wide-open spaces of the vast Bushmanland peneplain, punctured by occasional inselberg-type mountains, being the gneissic terrain of the Namaqualand Metamorphic Province.

The surface terrain is predominantly sandy to gravelly, with low hills and patchy outcrops of basement rocks as well as several shallow, ephemeral streams. The proposed site is situated

in flat-lying, sandy to gravelly areas between drainage lines. The elevation of the site ranges from about 900 m to 1000 m above sea level.

d. Land Use

The proposed site is zoned for residential land use. The land cover is mostly sandy to gravelly open fields with little or no grassland and shrubland.