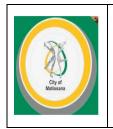


Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).











PROVISION OF PROFESSIONAL SERVICES TO DEVELOP AN ELECTRICITY
MASTER PLAN (EMP) AND A MANAGEMENT PLAN TO REDUCE NONREVENUE ELECTRICITY (MPNRE) OF CITY OF MATLOSANA LOCAL
MUNICIPALITY, MSUNDUZI LOCAL MUNICIPALITY (MLM), ULUNDI LOCAL
MUNICIPALITY AND BERGRIVIER LOCAL

Tender Number: RFP344/2022

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

#### **21 NOVEMBER 2022**

Issued by:
Development Bank of Southern Africa Limited
1258 Lever Road, Headway Hill
Midrand, Johannesburg
Gauteng Province

## **Contact Persons:**

All Inquiries to be directed to: Name: Lihle Ndlangamandla

Email(s): scmqueries@dbsa.org and LihleSCM@dbsa.org

Nama of	Tenderer: .				
Name or	renderer	 	 	 	 



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

## **GENERAL TENDER INFORMATION**

TENDER ISSUED : 21 November 2022

DATE & TIME CLARIFICATION MEETING : 25 November 2022 at 10h00

MS Teams Link : Click here to join the meeting

VENUE FOR CLARIFICATION MEETING : Microsoft Teams (Virtual Platform)

CLOSING DATE : 12 December 2022

CLOSING TIME : 23h55 Telkom Time

CLOSING VENUE : Designated Electronic Box provided by DBSA

SCM

**TENDER SUBMISSION** : The Tender Document (which includes the Form

of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in an electronic folder with the name and address of the tenderer, the Tender No. and Title and the Electronic Box details provided by DBSA SCM. The electronic folder containing the proposals (Tender submissions) must be deposited into the designated electronic box before the tender closing time. The onus remains with the tenderer to ensure that the tender submission is placed in the correct electronic tender box provided. Please ensure that an email confirmation is sent to DBSA SCM e-mail address: LihleSCM@dbsa.org confirming that the submission has been made

electronically.



TE	ENDER SUMMARY PAGE
NAME OF TENDERER:	
DETAILS OF CONTACT PERSON	
NAME:	
TELEPHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	
ADDRESS OF TENDERER:	
VAT REGISTRATION NO.:	
PREFERENCE POINTS CLAIMED:	
CONTRACT PERIOD OFFERED*	(Maximum X months)
DATE OF TENDER:	
TENDERER 'S SIGNATURE:	
(Person authorised to sign the TEND	ER)



Conten	ts						
Number	er Heading						
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Part T1: Te	ndering procedures						
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T1.2	Tender Data						
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Part C2: Pr	icing data						
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Part C3: Sc	ope of Work						
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Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

# Part T1: Tendering procedures

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T1.2	Tender Data	6



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

## T1.1 Tender Notice and Invitation to Tender

The Development Bank of Southern Africa Limited invites tenders from experienced firms to execute work as a Professional Services Provider (PSP) regarding the development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality.

The Tender Document can be uploaded from the DBSA Tender Website as from **21 November 2022**. The DBSA will post any addendums and responses to any queries related to this tender via the DBSA Tender Website. Only written correspondence will be accepted for enquiries.

Queries may be addressed to Mr. Lihle Ndlangamandla and on email(s): <a href="mailto:scmqueries@dbsa.org">scmqueries@dbsa.org</a> and LihleSCM@dbsa.org

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

**A Compulsory Tender Briefing session** will take place at the Employers premises (on a virtual platform) as detailed below:

Location: Microsoft Teams

Link: Click here to join the meeting

Date: 25 November 2022

Starting Time: 10h00

The closing time for receipt of tenders is 23H55 (Telkom time) on 12 December 2022 at the electronic Tender Box provided by DBSA SCM Unit.

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

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

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

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



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

## **NOTES:**

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



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

## T1.2 Tender Data`

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

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

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

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



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

Clause number	Tender Data							
	Address: 1258 Lever Road, Headway Hill, Midrand, Gauteng Tel: (011) 313 3409 Fax: (011) 206 3409 E-mail: scmqueries@dbsa.org and LihleSCM@dbsa.org							
	Attention is drawn to the fact that verbal information given by the employer's agent prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the employer in writing to tenderers will be regarded as amending the tender documents.							
F 1.5	Claus	The employer reserves the right to reject award to the highest scoring tenderer (as calculated according to Clause F.3.11.3 should the offer pose a commercial {and/or} delivery risk to the successful completion of the project and to the Employer.						
F.1.6.2	A cor	mpetitive negotiation p	rocedu	re will <b>not</b> be followed.				
F.1.6.3	A two	o-stage system will <b>not</b>	: be fol	lowed.				
	(1). Toompoor	oliance with the require ders who have in their	employ ments emplo	registered professionals and experts as listed below, that stated below, or has obtained a firm undertaking from professionally registered persons as listed below, that stated below, and that are capable of providing such servi	fessional service hat are in			
	ID	Key Resource / Expert	No.	Minimum Qualifications, Category of Professional Registration and Experience	Key Service(s) Discipline			
	1	Project Manager and Team Leader: Electrical Engineering	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least <b>7 years' post-registration</b> experience in development of Electricity Master Plans and Management Plans to Reduce Non-Revenue Electricity in the municipal sphere in South Africa.	Project Leadership, Management and Coordination			
	2	Electrical Engineer: Electrical Services Planning, Management and Operations	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least <b>5 years' post-registration</b> experience in the development of Electricity Master Plans and Management Plans to Reduce Non-Revenue Electricity, in South Africa.	Electrical Engineering Services			
	3	Development Planner (Municipal Spatial Planning)	x1	Registration as a Professional Planner in terms of the Planning Professions Act, 2003, with at least <b>5 years' post-registration experience</b> in development of municipal spatial development frameworks (MSDF) and in development planning in the municipal and/or public sector in South Africa.	Development Planning Services			
	4	Financial Analyst / Infrastructure Investment Analyst	x1	Professional registration as a Chartered Accountant CA (SA), or as a Chartered Financial Analyst (CFA). Must be a member of the Chartered Institute of Public Finance and Accountancy (CIPFA) or similar public-sector professional body. Must have at least 5 years post-registration experience within any of the following areas:  Project Finance, Investment Analysis, Investment Planning, Financial Planning, Financial Analysis, Municipal Financial	Infrastructure Investment Analysis			

Management.



	T							
Clause number				Tender Data				
	-	nmental Jement Joner	x1	Registration as an Environmental Assessment Practitioner (EAP) by the Environmental Assessment Practitioners Association of South Africa (EAPSA) in terms of Section 24H (Registration Authority Regulations, 2016) of the National Environmental Management Act (Act No. 107 of 1998) Must have at least 5 years post-registration experience in the provision of environmental management services (e.g. environmental assessments, climate change mitigation, compliance and management aspects of integrated waste and materials management field) in South Africa.	Environmental Management Services			
	(2) The tenderer's primary business is to provide professional services in the built environment and the tenderer has experience in the provision of consulting engineering, infrastructure planning and related services.							
	indemnity instable by a reputable number of cl	surance cover ( le insurer of an	which amou	has put in place specifically for the purpose of this tender, p cover is effective from not later than the closing date of thi nt of not less than <b>R5 million</b> in respect of a claim without Joint Venture, Consortium or Association, the lead party r	s tender) issued limit to the			
	(4). The tenderer (including all parties in a Joint Venture, Consortium, or Association) submits with his tender an original tax clearance certificate (active Tax Compliance Status (TCS) PIN) issued by the South African Revenue Services (SARS) which must be valid for the duration of the tender validity period.							
	National Tre prohibited from	asury in terms om doing busir	of the ness w	of the tenderer's team, is not on the lists of tender defaulted. Prevention and Combating of Corrupt Activities Act of 20 ith the public sector. In addition, the tenderer, or any of 1 to do business with the employer.	004 as a person			
F.2.7	The arrangements for a compulsory (online / virtual) clarification meeting are as stated in the Tender Notice and Invitation to Tender. Attendance register may, or may not, be compiled by the DBSA SCM Unit. Addenda will be issued via the DBSA website to all prospective Tenderers by the DBSA SCM Unit. Queries should be submitted to DBSA SCM official in writing by the <b>7</b> th <b>of December 2022.</b>							
F.2.10.3				duration of the contract and not subject to adjustment excentified in the contract data.	ept as provided			
F.2.12	No alternativ	e tender offers	will be	considered.				
F.2.13.1		Where the tendering entity is a joint venture, it is recommended that the standard CIDB Joint Venture Agreement document be used.						
F.2.13.3				submitted as TWO SEPARATE (ELECTRONIC) FOLDER nctionality proposal documents, and	S:			
	FOLDER 2 -	- Financial prop	osal on	ıly				
F.2.13.4	or more firm notary public under which obligate it, th	s shall be acco or other officia the joint ventu	ompan I deput ure will of the s	erson duly authorized to do so. Tenders submitted by join ied by the document of formation of the joint venture, auted to witness sworn statements, in which is defined precise function, its period of duration, the persons authorized the several firms forming the joint venture, and any other informationing.	thenticated by a ely the conditions o represent and			



Clause number	Tender Data
F.2.13.5	Tender submissions are to be done electronically only:
	1. Tenderers are advised to kindly issue Tender Submission Link requests and all other enquiries to LihleSCM@dbsa.org – ONLY
	2. No – Tender Submission Link requests will be accepted after 16h00 on the 07 December 2022. Any
	requests after the stipulated date and time will be disregarded.  3. Tenderers will thereafter receive a OneDrive Link to upload their tender submission documents
	electronically.  Tenderers who have received submission Links that have errors, will be provided with new Links for use.
F.2.13.10	(Add after clause F.2.13.9) By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 120 Days.
F.2.16.2	One (1) Professional Service provider to be appointed <i>per Municipality</i> or to a <i>maximum</i> of two municipalities and no more, as per the provisions of F.1.1.4 detailed above.
	<ol> <li>The tenderer is required to submit with his tender:</li> <li>An active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services.</li> <li>A copy of the entity's professional indemnity insurance.</li> <li>A declaration signed by all parties that the team used during the functionality assessment is still and will remain in place until the end of the contract period (if applicable).</li> <li>The certified copy of the B-BBEE Certificate.</li> </ol>
F.3.4	The Tender offers received will not be opened immediately by the Employer after the closing time. However, a record of the Tender offers received will be made by the Employer immediately after the closing time.
F.3.5	The two-envelope (two-folder) system will be followed for this Tender. Non-adherence to this will disqualify the submission.
F.3.11.1	The procedure for the evaluation of responsive tenders is <b>Method 2</b> : Functionality, Price and Preference.
F.3.11.5	The procedure for the evaluation of responsive tenders is <b>Method 2</b> modified to comply with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.
	<u>Evaluation Criteria</u> The tenders will be evaluated in accordance with <b>Method 2</b> of the CIDB Standard Tender Evaluation Methods in three stages, namely:
	Stage 1 : Responsiveness Stage 2 : Quality (Functionality) Stage 3 : Financial Offer and Preferential Evaluation Stage 4 : Risk Analysis and Other Objective Criteria



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

Clause number	Tender Data
	Stage 1: Responsiveness
	The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited to;
	<ul> <li>Standard conditions of tender as required.</li> <li>Returnable documents completed and signed.</li> <li>An active Tax Complaint PIN issued by the South African Revenue Services</li> <li>Confirmation of Attendance of compulsory briefing session</li> <li>Adherence to the two-envelope process (Pre-qualifier)</li> <li>Proof of Registration with a recognised professional body/institution of key experts</li> <li>Proof of Professional Indemnity Insurance to the value specified in the tender data.</li> <li>Submission of National Treasury Central Supplier Database (CSD) Summary Report.</li> <li>Submission of electronic copies of all the documents as listed in this Tender.</li> <li>In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME's and QSE's with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process (Pre-qualifier)</li> <li>The successful Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017: (i). an EME or QSE which is at least 51% owned by black people (Pre-qualifier)</li> </ul>
	NB: "Technical Proposal Folder" should not include any Price Offered/Financial Proposal, failure to submit in separate Folders will lead to the disqualification of your bid/tender
	Stage 2: Quality {Functionality}
	The following criteria will be used to score functionality:
	Only those bidders who achieve the minimum qualifying scores for Functionality (in Evaluation Criteria 1, 2, 3 and 4 respectively), will have their bid submissions further evaluated. Herewith below is the breakdown for ease of reference:
	<ul> <li>Evaluation Criteria 1: Proposed Methodology and Approach - 14 points</li> <li>Evaluation Criteria 2: Company Experience/ track record - 21 points</li> <li>Evaluation Criteria 3: Experience of the key resources – 21 points (combined points for all 5 resources)</li> <li>Evaluation Criteria 4: Lead Tenderer's QMS – 14 points</li> </ul>

If the bidder passes the above listed Sections / criteria's they will be evaluated further (Sections 5).



Clause number		Tender Data						
	Evaluation criteria	Scoring (for whole or each sub-element where applicable)	Minimum/ Threshold No. of points (See Note Below Table)	Maximum number of points				
	1. Proposed Methodology and Approach:	Excellent = 20 points The important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs						
	Details of the proposed methodology and approach that the Tenderer	Good = 18 points  The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. are specifically tailored to the critical characteristics of the project.						
	intends to follow with regards to the effective provision of the professional services required for the development of an EMP and MPNRE	Acceptable = 14 points The approach is generic and not necessarily tailored to address the specific project objectives. The approach does not meaningfully deal with the critical characteristics of the project. The quality plan, and approach to managing risk etc. are too generic.	14					
		Poor = 8 points The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.		20				
		No response. Failed to address the methodology and approach.						
	Track Record of the Tenderer	Excellent = 30 points  Tenderer has demonstrated experience and track record in completing five (5) or more Electricity Master Plans in the past 10 years in South Africa.						
	(Lead Tenderer and Entities in JV, Consortium, Association, etc.): Tenderer's experience and track record in	Good = 27 points Tenderer has demonstrated experience and track record in completing at least four Electricity Master Plans in the past 10 years in South Africa.						
		Acceptable = 21 points Tenderer has demonstrated experience and track record in completing at least three (3) Electricity Master Plans in the past 10 years in South Africa.	21	30				
	executing work of similar nature to the development of	Poor = 12 points Tenderer has demonstrated experience and track record in completing at least two Electricity Master Plans in the past 10 years in South Africa.						



Clause number		Tender Data		
	an EMP and MPNRE.	Non-Responsive = 0 point  No response. Failed to provide any evidence of experience and track record or completed less than two Electricity Master Plans in the past 10 years in South Africa.		
		1. Project Manager and Team Leader:  Excellent: From 20 years upwards post-registration experience = 10 points.  Good: From 15 years to less than 20 years post-registration experience = 9 points  Acceptable: From 10 years to less than 15 years post-registration experience = 7 points  Poor: From 5 years to less than 10 years post-registration experience = 4 points  Non-responsive: Less than 5 years post-registration experience = 0 point	7	10
	3. Experience and Qualifications of the Tenderer's Proposed Key Resources / Experts: Experience, knowledge and adequacy of the proposed team	2. Electrical Engineer:  Excellent: From 15 years upwards post-registration experience = 5 points  Good: From 10 years to less than 15 years post-registration experience = 4.5 points  Acceptable: From 5 years to less than 10 years post-registration experience = 3.5 points  Poor: From 2 years to less than 5 years post-registration experience = 2 points  Non-responsive: Less than 2 years post-registration experience = 0 point	3.5	5
	members for key services /disciplines relevant to the development of an EMP and MPNRE.	3. Town and Regional Planner:  Excellent: From 15 years upwards post-registration experience = 5 points  Good: From 10 years to less than 15 years post-registration experience = 4.5 points  Acceptable: From 5 years to less than 10 years post-registration experience = 3.5 points  Poor: From 2 years to less than 5 years post-registration experience = 2 points  Non-responsive: Less than 2 years post-registration experience = 0 point	3.5	5
		4. Financial Analyst / Infrastructure Investment Analyst:  Excellent: From 15 years upwards post-registration experience = 5 points  Good: From 10 years to less than 15 years post-registration experience = 4.5 points  Acceptable: From 5 years to less than 10 years post-registration experience = 3.5 points	3.5	5



lause umber	Tender Data							
		Poor: From 2 years to less than 5 years post-registration experience = 2 points Non-responsive: Less than 2 years post-registration experience = 0 point						
	4. Lead Tenderer's Quality Management System: The Lead Tenderer's policies relating to Quality Management with regard to the effective	5. Environmental Management Practitioner: Excellent: From 15 years upwards post-registration experience = 5 points Good: From 10 years to less than 15 years post-registration experience = 4.5 points Acceptable: From 5 years to less than 10 years post- registration experience = 3.5 points Poor: From 2 years to less than 5 years post-registration experience = 2 points Non-responsive: Less than 2 years post-registration experience = 0 point		5				
		Lead Tenderer is SANS 9000 / ISO 9001 certified with proof of certification provided. Lead Tenderer's quality management policy is very comprehensive and is most likely to result in quality work.  Good = 18 points Lead Tenderer's quality management policy is comprehensive and is likely to result in quality work. Lead Tenderer is currently undergoing certification but has not yet achieved the SANS 9000 / ISO 9001 certification. Proof of Tenderer currently undergoing the certification process with an accredited						
provision of professional services required for the project planning, project preparation, project implementation and associated project support services for the delivery of an EMP and MPNRE.	professional services required for the project planning, project	Acceptable = 14 points Lead Tenderer's quality management policy is basic, workable, and is likely to result in quality work. Lead Tenderer is currently undergoing certification but has not yet achieved the SANS 9000 / ISO 9001 certification. Proof of Tenderer currently undergoing the certification process with an accredited certification body is provided.	14					
	project implementation and associated project support services for the delivery of an	Poor = 8 points Lead Tenderer's quality management policy is elementary. Lead Tenderer is not SANS 9000 / ISO 9001 certified and has neither undergone, nor is currently undergoing any SANS 9000 / ISO 9001 certification processes with an accredited certification body.		20				
		Non-responsive = 0 point  No response. Failed to provide the required information.						
	Maxin	num possible score (Points)		100				
	Minim	num threshold score (Points)		70				



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

Clause number	Tender Data
	NOTE: Minimum/ Threshold number of Points is the minimum threshold for the relevant element (evaluation criteria). A score of anything below leads to disqualification of the proposal

**Please note:** Tenderers must achieve a minimum overall score of 70 as well as the minimum score per criteria in order to be considered further.

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

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

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

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

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

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



Clause number	Tender Data					
	ii) The placement of tendered resources will be assessed to ensure that resources indicated by CV's and tendered to work on the program will indeed work on the program and will not be replaced by more junior or less competent resources					
F.3.13	Tender offers will only be accepted for evaluation if:					
	<ul> <li>a) the tenderer submits an active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services or submits an original written confirmation from SARS that the Tenderer has made arrangements to meet outstanding tax obligations.</li> <li>b) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</li> <li>c) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract</li> <li>d) the tenderer includes in his submission all the returnable documents mentioned in T2, T.2.1 of this procurement document</li> </ul>					
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one.					
F.4	Additional Conditions of Tender Refer to F.4.1, F.4.2, and F.4.3 below.					
F.4.1	<ul> <li>Invalid tenders</li> <li>Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</li> <li>a) If the two-envelope (i.e., two separate electronic folders) process was not adhered to, if it was stated as a requirement.</li> <li>b) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);</li> <li>c) if the tender is not completed in non-erasable ink.</li> <li>d) if the Form of Offer and Acceptance has not been signed.</li> <li>e) If the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.</li> </ul>					
F.4.2	Negotiations with preferred tenderers  The Employer may negotiate the final terms of a contract with tenderers identified through the competitive tendering process as preferred tenderers provided that such negotiation:  a) does not allow any preferred tenderer a second or unfair opportunity.  b) is not to the detriment of any other tenderer; and c) Does not lead to a higher price than the tender as submitted.  Minutes of any such negotiations shall be kept for record purposes.					
F.4.3	Tender Offers are divided into THREE Parts corresponding to the support to the respective					
1.7.0	<ul> <li>i. RFP344/2022 [PART A]: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality.</li> <li>ii. RFP344/2022 [PART B]: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of Msunduzi Local Municipality.</li> </ul>					



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

Clause number	Tender Data
	iii. RFP344/2022 [PART C]: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of Ulundi Local Municipality.
	iv. RFP344/2022 [PART D]: Development of an Electricity Master Plan (EMP) of Bergrivier Local Municipality.
	Tenderers may wish to submit Offers for all, or for some, of the municipalities cited above.

## Part T2: Returnable Documents

T2.1	List of Returnable Documents	Pages 13
T2.2	Returnable Schedules	14



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

## **T2.1 List of Returnable Documents**

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

## 1. Returnable Schedules required for tender evaluation purposes

In terms of this Request for Proposals (RFP344/2022), the following documentation must be submitted for the tender response to be deemed valid for consideration:

T2.2.1:	Briefing Session: Declaration of Attendance
T2.2.2:	Record of Addenda to Tender Documents
T2.2.3:	Proposed Amendments and Qualifications by Tenderer
T2.2.4:	Compulsory Enterprise Questionnaire
T2.2.5:	Certificate of Authority for Joint Ventures
T2.2.6:	Tenderer's active Tax Compliance Status (TCS) PIN issued by the South African
	Revenue Services (SARS).
T2.2.7	Tenderer's Central Supplier Database Summary Report
T2.2.8:	Bid Commitment and Declaration of Interest
T2.2.9:	Declaration of Tenderer's Past Supply Chain Management Practices
T2.2.10:	Certificate of Independent Bid determination [SBD 9]
T2.2.11:	Professional Indemnity Insurance
T2.2.12:	Preferencing Schedule:
T2.2.13:	Copy of Joint Venture Agreement
T2.2.14:	Evaluation Schedule: Proposed Methodology and Approach
T2.2.15:	Evaluation Schedule: Experience and Track Record of the Tenderer in Executing Work
	of Similar Nature
T2.2.16:	Evaluation Schedule: Experience and Qualifications of the Tenderer's Proposed Key
	Resources / Experts
T2.2.17:	Evaluation Schedule: Lead Tenderer's Quality Management System

## 2. Other documents required for tender evaluation purposes

- a) A copy of the Joint Venture Agreement (if applicable), Consortium or Association Agreements which is to be appended to Schedule T2.2.13 (to illustrate validity of previous commitment)
- 3. C1.1 The offer portion of the Schedule C1.1 Offer and Acceptance
- 4. C1.2 Contract Data (Part 2)
- 5. C2.2 Price Schedule



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

## T2.2.1 BRIEFING SESSION – DECLARATION OF ATTENDANCE

Where applicable, the DBSA may choose to utilise an Attendance Register at the Briefing Session that will be used as the proof of attendance.

TENDER NUMBER	RFP xxyy/2022		
TENDER DESCRIPTION	DEVELOPMENT OF AN ELECTRICITY MASTER PLAN (EMP)		
	AND A MANAGEME	NT PLAN TO REDUC	E NON-REVENUE
	ELECTRICITY(MPNF	RE) OF CITY OF MAT	LOSANA LOCAL
	MUNICIPALITY, MS	JNDUZI LOCAL MUN	IICIPALITY AND
	ULUNDI LOCAL MUI	NICIPALITY	
TENDER CLOSING DATE	09 SEPTEMBER 2022	CLOSING TIME	11:00hrs

DBSA is acting as the Programme Implementing Agent (PIA) on behalf of the **Municipalities**. The goods / services are therefore required by the Customer Department / Institution, as indicated in this tender documentation.

CUSTOMER DEPARTMENT	CITY OF MATLOSANA LM, MIDVAAL LM, MSUNDUZI LM, AND ULUNDI							
	LM.							
BRIEFING SESSION	Yes	X	No		DATE		TIME	
VENUE						1		

I/We hereby declare that I/we attended the **nen-compulsory** briefing session to understand the requirements of the DBSA in order to supply all or any of the supplies and/or to render all or any of the services described in the attached tender documents, on the terms and conditions and in accordance with the specifications stipulated in the tender documents.

I THE LINDERSIGNED (NAME)	CERTIEV	$TH\DeltaT$
T, THE ONDERGOINED (WIND)		1117 (1
THE INFORMATION FLIRNISHED AT THE BRIFFING SESSION WAS LIN		
THE IN CIVIL THORT CIVILIED AT THE DIVIET INC CECCION WAS CIVI	<del>DEROTOOD.</del>	

TENDERER (OR	POSITION	SIGNATURE	DATE	
ASSIGNEE(S)				
NAME				
FULL COMPANY	•			
NAME				
DBSA OFFICIAL	POSITION	SIGNATURE	DATE	
NAME				

SIGNATURE OF DBSA REPRESENTATIVE



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

## T2.2.2 RECORD OF ADDENDA TO TENDER DOCUMENTS

)	DATE	TITLE OR DETAILS
1.		
2.		
3.		
1.		
5.		
S.		
<b>7.</b>		
3.		
).		
10.		



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

## T2.2.3 PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

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

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

If no deviations or modifications are desired, the schedule hereunder is to be marked  $\underline{\text{NIL}}$  and signed by the Tenderer.

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

Number of sheets ap	pended by the tender	rer to this Schedule(If nil, enter NIL).
SIGNED ON BEHAL	.F OF TENDERER:	Date:



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

## T2.2.4 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be separate enterprise questionnal					
Section 1: Name of enterpris	se:				
Physical address of enterpris (LOCAL OFFICE)	e:				
Section 2: VAT registration num	nber, if any:				
	mber, if any:				
Section 4: Particulars of sole pr	oprietors and partners in partner	ships			
Name*	Identity number*	Personal in	ncome tax nu	mber*	
* Complete only if sole proprietor or part	nership and attach separate page if mor	e than 3 partn	ers		
Section 5: Particulars of compa	nies and close corporations				
Company registration number	•				
Close corporation number					
Tax reference number					
Date tenderer commenced provis	ion of services in built-environme	ent			
Section 6: Record of service of the Indicate by marking the relevant be manager, principal shareholder or stream 12 months in the service of any	oxes with a cross, if any sole prop takeholder in a company or close co				
□ a member of any municipal council □ a member of any provincial legislature □ a member of the National Assembly or the National Council of Provinces □ a member of the board of directors of any municipal entity □ an official of any municipality or municipal entity □ an employee of any provincial department, national or provincial public entity or provincial public entity □ an employee of Parliament or a provincial legislature entity					
If any of the above boxes are mar					
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office or organ of state and position he		Status of se (tick approp current	rvice riate column) Within last 12 months	
*insert separate page if necessary					



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

Section 7: Record of spouses, ch Indicate by marking the relevant box partnership or director, manager, pri or has been within the last 12 month	ces with a cross, if a	any spouse, child or parent o or stakeholder in a company o	f a sole pro		
□ a member of any municipal c □ a member of any provincial le □ a member of the National A the National Council of Provin □ a member of the board of c any municipal entity □ an official of any municipal entity	egislature ssembly or nce directors of	an employee of any province or provincial public entity or within the meaning of Management Act, 1999 (Act a member of an accountational or provincial public an employee of Parliar legislature	constitutio the Pub tt 1 of 1999 nting author entity	nal institution olic Finance ority of any	
Name of spouse, child or parent		on, public office, board and position held	Status of (tick app column)	ropriate	
			Current	Within last 12 months	
				12 1110111115	1
*insert separate page if necessary					1
The undersigned, who warrants that i) authorizes the Employer to obtai / our tax matters are in order; ii) confirms that the neither the na person, who wholly or partly exe Tender Defaulters established ir iii) confirms that no partner, membe control over the enterprise appea iv) confirms that I / we are not asso offers and have no other relation cause or be interpreted as a con v) confirms that the contents of the belief both true and correct.  Note: Please attach company regis	n a tax clearance come of the enterprisercises, or may exert terms of the Preveer, director or other ars, has within the laboriated, linked or inship with any of the filict of interest; and significant are	ertificate from the South Africate or the name of any partnerise, control over the enterprention and Combating of Corresponding on the partners of the partners of the partners of the partners of the partners or with the Emple within my personal knowless.	can Reveninger, managerise appear tupt Activitiedly exercised of fraud opering entitied oyer and hadge and ar	er, director or of son the Registres Act of 2004; s, or may exert r corruption; es submitting teris Agents that c	other er of cise, nder could
SIGNED ON BEHALF OF TENDERE	·				

## **NON-COLLUSION FORM**



In my capacity as
(insert Sole Owner, Partner, Director, President, Secretary or other title
Of
(insert name of the Company).
Acknowledges that on behalf of the above-mentioned Company, I submit to Development Bank of Southern Africa tender and that all statements in such tender are of fact and are both true and correct.
That such tender was not made in the interest of or on behalf of any undisclosed Person, Partnership, Compar Association, Organization or Corporation.
That such tender is genuine and not collusive or a sham.
That I have not directly or indirectly by agreement, communication or reference with anyone, attempted to inducation prejudicial to the interest of Development Bank of Southern Africa, or any other bidder or anyone interested the proposed contract.
That prior to the opening and reading of bids,
a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham tender
b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that the said bidder anyone else would submit a false or sham tender, or that anyone should refrain from tendering or withdra his tender.
c. I did not, in any manner, directly or indirectly, seek by agreement, communication or conference w anyone to raise or fix my tender price or anyone else, or to raise or fix any overhead, profit or cost eleme of his tendered price of that of anyone else.
d. I did not directly or indirectly, submit this tender price or any breakdown, thereof, or the contents thereof or divulge information or data relative thereof, to any Corporation, Partnership, Company, Association Organisation, Tender Depository, or to any member or agent thereof, or to any individual group individuals, except to the Parent Company holding a controlling interest (above 50%) in my business.
Dated aton thisday of
Signed on behalf of the tenderer



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## T2.2.5 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the und	dersigi	ned, are subr	nitting thi	is ter	nder offe	r (in su	pport of our ex	pressio	n of inter	est) in joint	venture
consortium	or	association	under	а	formal	legal	arrangement	and	hereby	authorize	Mr./Ms
			, aı	ıthori	ised signa	atory of	the company, j	oint ver	nture, con	sortium, ass	ociation,
close corpor	ration	or partnershi	ip							, actin	g in the
capacity of le	ead pa	artner, to sign	all docur	ment	s in conn	ection v	vith the tender o	ffer an	d any con	tract resultin	g from it
on our behal	f.								-		•

NAME OF FIRM	ADDRESS	DULY AUTORISED SIGNATORY
		Signature  Name  Designation
		Signature  Name  Designation
		Signature  Name  Designation

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



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## T2.2.6 TENDERER'S VALID TAX COMPLIANCE STATUS (TCS) PIN

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

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

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

SIGNED ON BEHALF OF TENDERER:	Date:



**CSD Registration Number:** 

The Tender

Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

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

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

**Tax Compliant Status and CSD Registration Requirements** 

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

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

CIONED ON DELIAL E OF TENDEDED.	Deter
SIGNED ON BEHALF OF TENDERER:	Date:



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

## T2.2.8 BID COMMITMENT AND DECLARATION OF INTEREST

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

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

FULL ADDRESS	

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



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- 4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
- 5. I/We agree that any action arising from the contract to be entered into, may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
- 6. I/We declare that I/we have participation/no participation\* in the submission of any other offer for the supplies/services described in this tender document. If in the affirmative, state names(s) of Tenderer(s) involved
- \* Delete whichever is not applicable.

OTHER TENDERERS INVOLVED		

#### 7. AUTHORIZATION

Are you duly authorized to sign the bid?	INDICATE			
7 no you duly dullonged to orgin the shall	Y		N	

## 8. DECLARATION

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



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

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

#### PART B: DECLARATION OF INTEREST

- 9. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the Tenderer is employed by state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved with the evaluation and / or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and / or adjudication of the bid
- 10. In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

10.1 Full Name of Tenderer or his/ her representative:		
10.2 Identity Number:		
10.3 Position occupied in the company : (director, trustee,		
shareholder², member)		
10.4 Registration number of company, enterprise, close		
corporation, partnership agreement or trust		
10.5 Tax Reference Number:		
10.6 Vat Registration Number:		
10.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax		

- b) any municipality or municipal entity
- c) provincial legislature
- d) national Assembly or the national Council of provinces, or
- e) Parliament

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

reference numbers and if applicable, employee / PERSAL numbers must be indicated in paragraph 11 below

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

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



	ployed by the state, did you obtain the ertake remunerative work outside employment	Y	N	
10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, will result in the disqualification of the bid).			N	
If no, furnish reasons for non-submission of such proof				
	, or any of the company's directors /trustees / heir spouses conduct business with the state as?	Y	N	
If YES, furnish particulars				
relationship (family, friend, o	ther) with a person employed by the state and e evaluation and or adjudication of this tender?	Y	N	
If so, furnish particulars				
relationship (family, friend, o	n connected with the Tenderer, aware of any ther) between any other Tenderer and any e who may be involved with the evaluation and?	Y	N	
If so, furnish particulars				
	lirectors / trustees / shareholders / members of est in any other related companies whether or s contract?	Y	N	
If so, furnish particulars				



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

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

### **DECLARATION**

I, THE UNDERSIGNED (NAME)					
	HE <b>DBSA</b> MAY ACT AGAINS HER NECESSARY ACTION SI			-	
NAME AND SIGNATURE OF TENDERER AND ASSIGNEES	Name:	DATE		POSITION	



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# T2.2.9 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes	No 🗌
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register, enter the National Treasury's website, <a href="https://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 3265445).	Yes	No
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
1.3.1	If so, furnish particulars:		
1.4	Was any contract between the Tenderer and any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes 🗌	2 🗆
1.4.1	If so, furnish particulars:		



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

Signature:	
Date:	
Name:	
Position:	
Respondent:	



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.

## T2.2.10 CERTIFICATE OF INDEPENDENT BID DETERMINATION [SBD 9]

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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



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### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:	
{(Bid (Tender) Number and Description)}	
in response to the invitation for the bid made by:	
(Name of Institution)	
do hereby make the following statements that I certify to be true and complete in every respect:	
I certify, on behalf of:tr	hat:
[Name of Tenderer (Tenderer)]	

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



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

Signature	Date
Position	Name of Tenderer (Tenderer)

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



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# T2.2.11

## PROFESSIONAL INDEMNITY INSURANCE

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

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

SIGNED ON BEHALF OF TENDERER:	Date:



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T2.2.12

## PREFERENCING SCHEDULES: BBBEE

# PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to {not exceed} R50 000 000 (all applicable taxes included) and therefore the {80/20} preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.4.1 If it is unclear which preference point system will be applicable, either the 80/20 or 90/10 preference point system will apply, and the lowest acceptable tender will be used to determine the applicable preference point system.
- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser/employer reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser/employer.

### 2. DEFINITIONS

(a) "all applicable taxes" includes value-added tax, pay as you earn, income tax,



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unemployment insurance fund contributions and skills development levies;

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



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#### 3. ADJUDICATION USING A POINT SYSTEM

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

### 4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/1

$$Ps = 80 \left( 1 - \frac{Pt - P\min}{P\min} \right) \qquad \text{or} \qquad Ps = 90 \left( 1 - \frac{Pt - P\min}{P\min} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6



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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract
- A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the tenderer concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

# 6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

# 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: = ......(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

## 8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

|--|



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8.1.1	If yes, indicate:
	i) What percentage of the contract will be subcontracted:%
	ii) The name of the sub-contractor:
	iii) The B-BBEE status level of the sub-contractor:
	iv) Whether the sub-contractor is an EME/ QSE.  (Tick applicable box)  YES NO
9.	DECLARATION WITH REGARD TO COMPANY/FIRM
9.1	Name of company/firm:
9.2	VAT registration number:
9.3	Company registration number:
9.4	TYPE OF COMPANY/ FIRM
	<ul> <li>□ Partnership/Joint Venture / Consortium</li> <li>□ One person business/sole propriety</li> <li>□ Close corporation</li> <li>□ Company</li> <li>□ (Pty) Limited</li> <li>[TICK APPLICABLE BOX]</li> </ul>
9.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
9.6	COMPANY CLASSIFICATION
	<ul> <li>□ Manufacturer</li> <li>□ Supplier</li> <li>□ Professional service provider</li> <li>□ Other service providers, e.g. transporter, etc.</li> <li>[TICK APPLICABLE BOX]</li> </ul>
9.7	Total number of years the company/firm has been in business:
9.8	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
	i) The information furnished is true and correct;

The preference points claimed are in accordance with the General Conditions as indicated



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in paragraph 1 of this form;

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

WITNESSES		
1		NATURE(S) OF BIDDERS(S)
2	DATE: ADDRESS:	



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# T2.2.13 COPY OF JOINT VENTURE AGREEMENT

<ul> <li>i) Tenderers are to append a copy of the Joint Venture Agreement (if applicable), Consortium, or Association Agreements or Letters to this schedule.</li> <li>ii) Declaration of the team that all team members are still as per submission during the functionality assessment stage, if functionality is applicable.</li> <li>iii) Tenderers who invited from an approved Panel, may only submit a bid in the name of the invited company. Any subsequent contracting that may arise, will only be concluded with the invited company.</li> </ul>	ız.	2.13 COPT OF JOINT VENTURE AGREEMENT
assessment stage, if functionality is applicable.  iii) Tenderers who invited from an approved Panel, may only submit a bid in the name of the invited company. Any subsequent contracting that may arise, will only be concluded with the invited	i)	
company. Any subsequent contracting that may arise, will only be concluded with the invited	ii)	·
	iii)	company. Any subsequent contracting that may arise, will only be concluded with the invited



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# T2.2.14 EVALUATION SCHEDULE: PROPOSED METHODOLOGY AND APPROACH

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

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

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

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

Signature:	
Date:	
Name:	
Position:	
Respondent:	



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

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

The experience of the Tenderer (or that of the constituent member in a joint venture, consortium or association) in the execution of projects related to the development / updating of Electricity Master Plans (EMP) and a Management Plans to Reduce Non-revenue Electricity (MPNRE) in the municipal sphere over the past 10 years will be evaluated. Tenderers should very briefly describe their experience in this regard and attach this to this schedule. The description should be put in the Tables provided below and attached to this schedule. The scoring of the Tenderer's experience will be as outlined in F.3.11.5 of the Tender Data.



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

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

EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: The development or updating of an Electricity Master Plan (EMP) and/or a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in the municipal sphere in South Africa. Employer, contact person and **Description of Professional Services** Value of Service **Date Service Date Service** telephone number and email Provided in the development / updating of an provided Commenced Ended (inclusive of VAT address Electricity Master Plans (EMP) and/or a **Management Plan to Reduce Non-Revenue** (Rand) Electricity (MPNRE) in the municipal sphere in the last 10 years.



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: The development or updating of an Electricity Master Plan (EMP) and/or a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in the municipal sphere in South Africa.

Employer, contact person and telephone number and email address	Description of Professional Services Provided in the development / updating of an Electricity Master Plans (EMP) and/or a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in the municipal sphere in the last 10 years.	Value of Service provided (inclusive of VAT (Rand)	Date Service Commenced	Date Service Ended



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: The development or updating of an Electricity Master Plan (EMP) and/or a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in the municipal sphere in South Africa.

Employer, contact person and	Description of Professional Services	Value of Service	Date Service	Date Service
telephone number and email	Provided in the development / updating of an	provided	Commenced	Ended
address	Electricity Master Plans (EMP) and/or a	(inclusive of VAT		
	Management Plan to Reduce Non-Revenue	(Rand)		
	Electricity (MPNRE) in the municipal sphere			
	in the last 10 years.			



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

Tenderer's are to submit a Reference Letter in support of the claimed experience / track record of the Tenderer (or that of the constituent member in a joint venture, consortium or association) in the execution of projects related to the development / updating of an EMP and MPNRE in the municipal sphere over the past 10 years.

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

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



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

# **LETTER OF REFERENCE**

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

Please Note: Letters of Reference provided by Clients to the Tenderer in the past 10 Years will be accepted.

TO WHOM IT MAY	Y CONCERN		
	o confirm that the Tenderer		
Development or U	ofessional Services Provid Updating of an Electricity N Ion-Revenue Electricity (MI	laster Plans (EMP	
	, duly authorised to do so on that the content of this sched	•	, ,
-		<del>.</del>	
Signed:		Date:	
Name:		Position:	
Contact details:			

STAMP OF EMPLOYER PROVIDING THE REFERENCE



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

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

Signature:	
Date:	
Name:	
Position:	
Respondent:	



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

T2.2.16

EVALUATION SCHEDULE: EXPERIENCE AND QUALIFICATIONS OF THE TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

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

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

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

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

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

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

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

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



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS				
KEY EXPERT 1: PROJECT MANAGER & TEAM LEADER: ELECTRICAL ENGINEERING				
NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST- REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DEVELOPMENT OR UPDATING OF ELECTRICITY MASTER PLANS (EMP) AND MANAGEMENT PLANS TO REDUCE NON-REVENUE ELECTRICITY (MPNRE) IN THE MUNICIPAL SPHERE IN SOUTH AFRICA
KEY EXPERT 2: ELECTRICAL ENG	     INEER: ELCTRICAL SERVICES	 PLANNING, MANAGEMENT ANI	O OPERATIONS	
NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST- REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DEVELOPMENT OR UPDATING OF ELECTRICITY MASTER PLANS (EMP) AND MANAGEMENT PLANS TO REDUCE NON-REVENUE ELECTRICITY (MPNRE) IN THE MUNICIPAL SPHERE IN SOUTH AFRICA



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS				
KEY EXPERT 3: DEVELOPMENT PL	ANNER (MUNICIPAL SPATIAL I	PLANNING)		
NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST- REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DEVELOPMENT OF MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS (MSDF) AND IN DEVELOPMENT PLANNING IN THE MUNICIPAL AND/OR PUBLIC SECTOR IN SOUTH AFRICA
KEY EXPERT 4: FINANCIAL ANALY	/ST / INFRASTRUCTURE INVES	FMENT ANALYST		
NAME	CURRENT JOB TITLE	PROFESSIONAL	YEARS OF POST- REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF PROJECT FINANCE / INVESTMENT ANALYSIS / FINANCIAL ANALYSIS / SERVICES IN SOUTH AFRICA



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

SUMMARIZED DETAILS OF QUALIF	ICATIONS AND EXPERIE	ENCE OF	TENDERER'S F	ROPOS	EED KEY RESOURCES / EXPERTS
ONMENTAL MANAGEMENT PRACTITIO	NER				
CURRENT JOB TITLE	QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION Nr		REGISTRATION	POST-	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF ENVIRONMENTAL MANAGEMENT SERVICES IN SOUTH AFRICA
	ONMENTAL MANAGEMENT PRACTITIO	ONMENTAL MANAGEMENT PRACTITIONER  CURRENT JOB TITLE  QUALIFICATIONS PROFESSIONAL REGISTRATION	ONMENTAL MANAGEMENT PRACTITIONER  CURRENT JOB TITLE  QUALIFICATIONS PROFESSIONAL REGISTRATION &	ONMENTAL MANAGEMENT PRACTITIONER  CURRENT JOB TITLE  QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION EXPERIENCE	CURRENT JOB TITLE QUALIFICATIONS AND YEARS OF POST-PROFESSIONAL REGISTRATION & EXPERIENCE



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

# **CURRICULUM VITAE TEMPLATE (Page 1 of 3)**

Proposed role in the pro	oject			
1. Surname				
2. First Name				
3. Date and place of bir	th			
4. Nationality				
5. Membership of Profe		Professional Body / /	Association:	
Bodies and Profe Registration with	essional date	Registration (Member	ership) Number:	
achieved.	uale	Date of Registration:		
6. Education / Qualification	cations			
Institution (date from – Da	ate to)		Diploma(s) or Degree (s) o	btained
7. Post-Registration I	Diploma	a/ Graduate Experie	ence	
Company/Organisation	(Date	e from – Date to)	Years of Employment	Position
8. Key Experience Re	elevant	to Project		
9. Knowledge of issu	es perti	nent to project		



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

# **CURRICULUM VITAE TEMPLATE (Page 2 of 3)**

## 10. Post-Registration Experience in development / updating of EMP & MPNRE in Municipal Sphere

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



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

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

Project Name	
and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
Reference Contact Details	Cell:
	e-mail:
	е-тап.
Project Name	
and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:
l	, hereby declare that I am aware of the inclusion
of my Curriculum Vita in the propose	d project team for Bidder and make myself available
for this project.	
Signature:	
oignatur <del>e</del>	
Date:	
Commissioner of Oath Stamp	
(The declaration must be signed by	the individual himself/herself only and not any other person)



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

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

Signature:	
Date:	
Name:	
Position:	
Respondent:	



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

# T2.2.17 EVALUATION SCHEDULE: LEAD TENDERER'S QUALITY MANAGEMENT SYSTEM

The Lead Tenderer's policies relating to quality management shall be evaluated in relation to the indicative scope of work and the required services thereof.

The Lead Tenderer providing the required infrastructure planning, project preparation, project implementation and associated project support services in a JV, Consortium or Association, should submit a copy of their quality management policy to this schedule.

Tenderers should attach to this schedule a copy of the Lead Tenderer's Quality Management Policy and proof of achieving SANS 9000 / ISO 9001 certification, or alternatively, proof of currently undergoing the certification process.

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

Signature:	
Date:	
Name:	
Position:	
Position.	
Respondent:	
ivespondent.	



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

# **COVER PAGE TO FINANCIAL PROPOSAL**

# FINANCIAL PROPOSAL

[TO BE PUT IN A SEPARATE FOLDER / ENVELOPE]

NAME OF TENDERER	
SIGNATURE OF	
TENDERER	
(Duly Authorized)	
CLOSING DATE	23:55hrs on Monday 12 December 2022
AND TIME OF	
SUBMISSION	
PLACE OF	Designated Electronic Tender Box Depository Indicated by DBSA Supply
SUBMISSION	Chain Management (SCM) for this Tender

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

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



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

# Part C1: Agreements and Contract Data

Pages			
	C1.1	Form of Offer and Acceptance	64
	C1.2	Contract Data	68
	C1.3	Occupational Health and Safety Agreement	75



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

# C1.1 FORM OF OFFER AND ACCEPTANCE

## C1.1.1 (PART A): OFFER: CITY OF MATLOSANA LM

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: TENDER No: RFP344/2022 [PART A]: Development/ updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality.

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

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

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

{Rand}	
	(in words);
{R}	
acceptance and returning one copy	employer by signing the acceptance part of this form of offer and of this document to the tenderer before the end of the period of nereupon the tenderer becomes the party named as the service identified in the contract data.
Signature	
Name	
Capacity	······································
For the tenderer	
Name of Tenderer	
Address of Tenderer)	
Name of witness	
Signature of witness	Date .



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

# C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

## C1.1.1 (PART A): ACCEPTANCE: CITY OF MATLOSANA LM

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)

Part C2: Pricing data
Part C3: Scope of work.
Part C4: Site information

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

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

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

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

Signature		
Name		
Capacity		
or the Employer Development Bank of Southern Africa Limited 1258 Lever Road, Headway Hill, Midrand, Gauteng Province		
Name of wit	tness	
Signature of	f witness	Date



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

# C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

## C1.1.2 (PART B): OFFER: MSUNDUZI LM

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: TENDER No: RFP344/2022 [PART B]: Development/ updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of Msunduzi Local Municipality.

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

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

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

{Rand}		
	(in figures).	
acceptance and returning validity stated in the tende	od by the employer by signing the acceptance one copy of this document to the tenderer ber data, whereupon the tenderer becomes the contract identified in the contract data.	efore the end of the period of
Signature		
Name		
Capacity		
For the tenderer		
Name of Tenderer		
Address of Tenderer)		
Name of witness		
Signature of witness	Date	



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

# C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

## C1.1.2 (PART B): ACCEPTANCE: MSUNDUZI LM

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)

Part C2: Pricing data
Part C3: Scope of work.
Part C4: Site information

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

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

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

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

Signature		
Name		
Capacity		
for the		
Employer Development Bank of Southern Africa Limited 1258 Lever Road, Headway Hill, Midrand, Gauteng Province		
	,	
Name of wit		



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

# C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

# C1.1.3 (PART C): OFFER: ULUNDI LM

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: TENDER No: RFP344/2022 [PART C]: Development/ updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of Ulundi Local Municipality.

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

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

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

{Rand}		
	(in figures).	
acceptance and returning one validity stated in the tender of	by the employer by signing the acceptance pare copy of this document to the tenderer before data, whereupon the tenderer becomes the parent ontract identified in the contract data.	the end of the period of
Signature		
Name		
For the tenderer		
Name of Tenderer		
Address of Tenderer)		
Name of witness		
Signature of witness	Date	



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

# C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

# C1.1.3 (PART C): ACCEPTANCE: ULUNDI LM

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)

Part C2: Pricing data
Part C3: Scope of work.
Part C4: Site information

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

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

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

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

Signature		
Name		
Capacity		
for the Employer	Development Bank of Southern Africa Limited 1258 Lever Road, Headway Hill, Midrand, Gauteng Province	
Name of wit	tness	
Signature of	f witness	Date



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

# C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

## C1.1.4 (PART D): OFFER: BERGRIVIER LM

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: TENDER No: RFP344/2022 [PART D]: Development/ updating of an Electricity Master Plan (EMP) of Bergrivier Local Municipality.

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

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

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

{Rand}		
{R}		
acceptance and returning one validity stated in the tender da	the employer by signing the acceptance part copy of this document to the tenderer before ita, whereupon the tenderer becomes the par intract identified in the contract data.	the end of the period o
Signature		
Name		
Capacity		
For the tenderer		
Name of Tenderer		
Address of Tenderer)		
Name of witness		
Signature of witness	Date	



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

# C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

# C1.1.4 (PART D): ACCEPTANCE: BERGRIVIER LM

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)

Part C2: Pricing data
Part C3: Scope of work.
Part C4: Site information

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

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

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

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

Signature		
Name		
Capacity		
for the Employer	Development Bank of Southern Africa Limited 1258 Lever Road, Headway Hill, Midrand, Gauteng Province	d
Name of wit	tness	
Signature o	f witness	Date



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

Schedule of Deviations: No Deviations are allowed in this Tender				
•				
Details				
3 Subject				
Details	Please note that no Deviations are allowed in this Tender and this schedule should NOT be			
	completed.			
Details				
5 Subject				

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.



For the Tend	lerer:			
Signature(s)				
Name(s)				
Capacity				
Name of Tend	derer			
Address of Te	enderer			
Name of witne	ess			
Signature of v	witness		Date	
• , ,		are allowed this schedu	e that no Deviations I in this Tender and ule should NOT be	
Name(s)				
Capacity				
Name of Emp	ployer: <b>Development Bank o</b>	of Southern Afric	a Limited	
Address of Er	mployer 1258 Lever Road, He	adway Hill, Midra	nd, Gauteng Province	
Name of witne	ess			
Signature of v	witness		Date	



Tender No. RFP344/2022: Development of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) in support of City of Matlosana Local Municipality (CMLM), Msunduzi Local Municipality (MLM), Ulundi Local Municipality (ULM) and Bergrivier Local Municipality (BLM).

# C1.2 CONTRACT DATA

# Part 1: Contract Data provided by the Employer

#### **GENERAL CONDITIONS OF CONTRACT**

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

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website <a href="www.cidb.org.za">www.cidb.org.za</a>. Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

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

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

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

#### CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

## Clause 1:

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

The Employer is the Development Bank of Southern Africa Limited

The definition of **Project:** 

The project is the **Development/ updating of an Electricity Master Plan (EMP) and a Management**Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality,
Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality.

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

The period of performance is Twelve (12) months.

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

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



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

The **Start Date** is the date when the Tenderer/Service Provider is introduced by the Employer to the respective municipalities (City of Matlosana Local Municipality, Msunduzi Local Municipality and Ulundi Local Municipality).

#### Clause 3.4 and Clause 4.3.2:

Add the following:

The authorized and designated representative of the Employer is: Ms. Catherine Koffman: Development Bank of Southern Africa (DBSA)

The address for receipt of communications is:

Telephone: (011)3133911.....

Facsimile: (011)206 3609.....

E-mail: CatherineK@dbsa.org....

Postal Address: P. O. Box 1234, Halfway House 1685

Physical Address: 1258 Lever Road, .....

Headway Hill, Midrand......Gauteng Province....

#### Clause 3.5:

Add the following:

The location(s) for the performance of the services on the Project will be respective municipal offices of City of Matlosana Local Municipality, Msunduzi Local Municipality and Ulundi Local Municipality, their respective municipal areas, the Offices of the DBSA, and the Offices of the Tenderer.

#### Clause 3.9.1 and Clause 3.9.2:

Add the following:

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

#### **Clause 3.9.3**

Add the following:

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

#### Clause 3.12.1

Add the following:

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

#### Clause 3.15.1:

Add the following:

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

#### Clause 3.16.2:



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#### Add the following:

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

#### Clause 4.7

Add the following:

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

#### Insert:

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

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

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

#### Clause 5.4.1:

Add the following:

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

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

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

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

#### Clause 5.5:

Add the following:

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

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

#### Clause 7.2:



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7.2.1 The Service Provider is required to provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications, and estimated periods of engagement on the performance of the Services in the Personnel Schedule located in contract data Part C1.2.

#### Clause 8.1:

Add the following:

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

#### Clause 8.4.1:

Add the following:

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

#### Clause 8.4.3(c):

Add the following:

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

#### Clause 8.4.4:

Add the following:

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

#### Clause 9.1:

Add the following:

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

#### Clause 9.3:

This clause is to be deleted.

#### Clause 11.1:

Add the following:

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

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

#### Clause 12.1.2:

Add the following:

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

#### Clause 12.2.1:



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#### Add the following:

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

#### Clause 12.2.4:

Add the following:

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

#### Clause 14.2

Replace Clause 14.2 with the following:

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

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

Add the following new Clause after Clause 14.4:

#### Clause 14.5: Tax Invoices

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

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

#### Clause 15:

Add the following:

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



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# C1.2 CONTRACT DATA [Continued]

# Part 2: Data provided by the Service Provider Clause 1. The Service Provider is: Postal Address: Physical Address: Telephone: Facsimile: Clause 5.3. The authorized and designated representative of the Service Provider is: Name: The address for receipt of communication is: Address: Telephone: Facsimile:

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

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



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# Clause 7.2.1. The Service Provider's Personnel Schedule is as outlined in the Table below (Additional copies of this table can be used if necessary):

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

·		
SIGNED ON BEHALF OF TENDERER	DATE	



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# C1.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

Person responsible for this contract:
Contract Number:
WRITTEN AGREEMENT BETWEEN
DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED ("DBSA")
EMPLOYER
AND
Professional Service Providers (hereinafter referred to as "the Mandatory")
AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993, AS AMENDED.
C1.3.1 Agreement
I (name) representing
(Company) (Mandatory) do hereby acknowledge that
(Mandatory name) is an employer in its own right with
duties as prescribed in the Occupational Health and Safety Act No (85 of 1993, as amended) and I
agree to ensure that all work will be performed, or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with all other relevant Acts while providing a
service to the <b>DBSA</b> (Employer).
I acknowledge having received the necessary induction/training regarding the rules and regulations of
SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993, AS
AMENDED and those of <b>DBSA</b> (Employer) I will ensure that all Contractors and Sub-contractors are



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properly informed and adhere to all the rules and regulations and relevant legislation while on the premises. I will liaise with the person responsible, should I, for whatever reason, not be able to complete the task/project or perform in the terms of this agreement.

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

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

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

# C1.3.2 Reporting

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

#### C1.3.3 Warranty of compliance

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

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

The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the



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said agreement, the Mandatory shall ensure that the clauses as hereunder described, are at all times adhered to by himself and his employees.

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

#### C1.3.4 Mandatory an employer

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

#### C1.3.5 Appointments and training

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

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

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

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

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

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



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these to the Employer and/or his representative.

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

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

#### C1.3.8 Cooperation

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

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

#### C1.3.9 Work procedures

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

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

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

#### C1.3.10 Health and safety meetings

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



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# C1.3.11 Compensation registration

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

#### C1.3.12 Medical examinations

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

#### C1.3.13 Incident reporting and investigation

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

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

#### C1.3.14 Sub-contractors

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

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

#### C1.3.15 Security and access



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The Mandatory and his employees shall enter and leave the Employer's or supported Municipality's premises only through the main gate(s) and/or checkpoint(s) designated by the Employer or by the supported Municipality. The Mandatory shall ensure that employees observe the security rules of the Employer and those of the supported Municipality at all times and shall not permit any person who is not directly associated with the work to enter the Employer's or supported Municipality's premises.

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

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

#### C1.3.16 Fire precautions and facilities

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

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

# C1.3.17 Hygiene and cleanliness

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

#### C1.3.18 No nuisance

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

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



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#### C1.3.19 Intoxication not allowed

No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as of the potential side-effects of the medication.

## C1.3.20 Personal protective equipment

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

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

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

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

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

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

# C1.3.23 Transport

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

In the event that any hazardous substances are to be transported at, or to, the locations for the performance of the services on the Project, the Mandatory shall ensure that the requirements of the



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Hazardous Chemical Substances Act 15 of 1973 are complied with at all times.

#### C1.3.24 Clarification

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

## C1.3.25 Duration of agreement

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

#### C1.3.26 Headings

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

Confirmation and Acceptance		Initials		
I confirm that I have appointment as set out above.	ve read and understood the			
Iconfirm that I have re appendices and confirm my intention to comply wi	ad and understood the			
I confirm my accepta the assigned responsibilities and duties involved.	unce and understanding of			
I confirm that I have assigned responsibilities and duties required of me	I confirm that I have received training in the assigned responsibilities and duties required of me.			
THUS AGREED TO AND SIGNED AT	on this the	day		
of2022, in the presence of the	undersigned witness:			
Signature	Date			
Witness Name	Signature			
Signed on behalf of	(Mandatory / Professiona	l Service		



THUS AGREED TO AND SIGNED AT	on this the day		
of2022, in the presence of the	e undersigned witness:		
Signature	Date		
Witness Name	Signature		
Signed on behalf of DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (DBSA) (Employer)			



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# Part C2: Pricing Data

C2 1	Pricing Assumptions	Pages	
C2.2	Pricing Data / Price Schedules	87	



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# C2.1 PRICING ASSUMPTIONS

#### **GENERAL ASSUMPTIONS**

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

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

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

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



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



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



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

ID	KEY RESOURCE / EXPERT	No.	HOURLY RATE FOR SERVICES (Excl. VAT) (RAND/HR)	DISCOUNT TO HOURLY RATE (%)	NET HOURLY RATE OF KEY PROFESSIONAL (Excl. VAT) (RAND/HR)
1	Project Manager and Team  Leader: Electrical Engineering	1			
2	Electrical Engineer: Electrical Services Planning, Management and Operations	1			
3	Development Planner (Municipal Spatial Planning)	1			
4	Financial Analyst / Infrastructure Investment Analyst	1			
5	Environmental Management Practitioner	1			
TOTAL		5			



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# C2.2.2 [PART A] PRICING DATA: DEVELOPMENT/ UPDATING OF AN EMP OF CITY OF MATLOSANA LM

The detailed description of the scope of work or key deliverable are outlined in section C.3.1 of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for an EMP is twelve (12) months.

ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT AND ESTABLISHMENT OF THE EMP WORK TEAM AND PROJECT STEERING COMMITTEE (PSC) a) Project Implementation Plan (PIP) b) Project Inception Report (PIR) in the framework issued by the DBSA.	Approved PIP and PIR			
2(A)	EXISTING SITUATION ASSESSMENT (UNDERSTANDING THE STATUS QUO):	Approved Report which must include the updated Asset Register, raw survey data, updated Asset Management Plan.			
2(B)	PROVISIONAL SUM: FOR THE DIGITIZATION OF ALL	Digitized "As-Built" Data to both	N/A	N/A	R150,000.00



ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
	HARD-COPY "AS-BUILT" DATA TO BOTH AUTOCAD AND PDF FORMATS	AutoCAD, PDF and GIS Formats. All "As- built" data to be linked to GIS.			
3	FUTURE DEMAND ASSESSMENT	Approved Report.			
4	INSTITUTIONAL ARRANGEMENTS AND REQUIRED AUTHORIZATIONS	Approved Report			
5	PROJECT PRIORITIZATION AND COST ESTIMATES (EXISTING AND FUTURE)	Approved Report			
6	FUNDING AND IMPLEMENTATION ARRANGEMENTS	Approved Report			
7	RISK MANAGEMENT	Approved Report			
8	ELECTRICITY MASTER PLAN WITH ANNEXURES, CHARTS, GRAPHS, MAPS, GIS SHAPE FILES, AND HYDRAULIC	Approved Report			



ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
	ANALYSIS AND SIMULATION SOFTWARE INPUT AND OUTPUT FILES				
9	SUPPORT FOR THE ADOPTION OF THE EMP BY THE MUNICIPAL COUNCIL	<ul> <li>Council Resolution on adoption of EMP &amp; MPNRE.</li> <li>Letter of confirmation of project completion to DBSA</li> </ul>			
10	PROJECT CLOSEOUT REPORT	Project Closeout Report in format provided by the DBSA			
11	TOTAL FEES AND OPERAT	IONAL COSTS (Excl.			
	VAT) FOR DEVELOPMENT/ U	PDATING OF AN EMP			
	OF CITY OF MATLOSANA LM CARRIED FORWARD				
	TO OVERALL COST SUMMARY	Y IN SCHEDULE C2.2.4			



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# C2.2.2 [PART B] PRICING DATA: DEVELOPMENT/ UPDATING OF AN EMP OF MSUNDUZI LM

The detailed description of the scope of work or key deliverable are outlined in section C.3.1 of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for an EMP in Twelve (12) months.

ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT AND ESTABLISHMENT OF THE EMP WORK TEAM AND PROJECT STEERING COMMITTEE (PSC) c) Project Implementation Plan (PIP) d) Project Inception Report (PIR) in the framework issued by the DBSA.	Approved PIP and PIR			
2(A)	EXISTING SITUATION ASSESSMENT (UNDERSTANDING THE STATUS QUO):	Approved Report which must include the updated Asset Register, raw survey data, updated Asset Management Plan.			
2(B)	PROVISIONAL SUM: FOR THE DIGITIZATION OF ALL	Digitized "As-Built" Data to both	N/A	N/A	R150,000.00



ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
	HARD-COPY "AS-BUILT" DATA TO BOTH AUTOCAD AND PDF FORMATS	AutoCAD, PDF and GIS Formats. All "As- built" data to be linked to GIS.			
3	FUTURE DEMAND ASSESSMENT	Approved Report.			
4	INSTITUTIONAL ARRANGEMENTS AND REQUIRED AUTHORIZATIONS	Approved Report			
5	PROJECT PRIORITIZATION AND COST ESTIMATES (EXISTING AND FUTURE)	Approved Report			
6	FUNDING AND IMPLEMENTATION ARRANGEMENTS	Approved Report			
7	RISK MANAGEMENT	Approved Report			
8	ELECTRICITY MASTER PLAN WITH ANNEXURES, CHARTS, GRAPHS, MAPS, GIS SHAPE FILES, AND HYDRAULIC	Approved Report			



ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
	ANALYSIS AND SIMULATION SOFTWARE INPUT AND OUTPUT FILES				
9	SUPPORT FOR THE ADOPTION OF THE EMP BY THE MUNICIPAL COUNCIL	<ul> <li>Council Resolution on adoption of EMP &amp; MPNRE.</li> <li>Letter of confirmation of project completion to DBSA</li> </ul>			
10	PROJECT CLOSEOUT REPORT	Project Closeout Report in format provided by the DBSA			
11	TOTAL FEES AND OPERAT	IONAL COSTS (Excl.			
	VAT) FOR DEVELOPMENT/ U	PDATING OF AN EMP			
	OF CITY OF MSUNDUZI LM CARRIED FORWARD TO				
	OVERALL COST SUMMARY IN	SCHEDULE C2.2.4			



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# C2.2.2 [PART C] PRICING DATA: DEVELOPMENT/ UPDATING OF AN EMP OF ULUNDI LM

The detailed description of the scope of work or key deliverable are outlined in section C.3.1 of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for an EMP in Twelve (12) months.

ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT AND ESTABLISHMENT OF THE EMP WORK TEAM AND PROJECT STEERING COMMITTEE (PSC) e) Project Implementation Plan (PIP) f) Project Inception Report (PIR) in the framework issued by the DBSA.	Approved PIP and PIR			
2(A)	EXISTING SITUATION ASSESSMENT (UNDERSTANDING THE STATUS QUO):	Approved Report which must include the updated Asset Register, raw survey data, updated Asset Management Plan.			



ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
2(B)	PROVISIONAL SUM: FOR THE DIGITIZATION OF ALL HARD-COPY "AS-BUILT" DATA TO BOTH AUTOCAD AND PDF FORMATS	Digitized "As-Built" Data to both AutoCAD, PDF and GIS Formats. All "As-built" data to be linked to GIS.	N/A	N/A	R150,000.00
3	FUTURE WATER AND SANITATION DEMAND ASSESSMENT	Approved Report.			
4	INSTITUTIONAL ARRANGEMENTS AND REQUIRED AUTHORIZATIONS	Approved Report			
5	PROJECT PRIORITIZATION AND COST ESTIMATES (EXISTING AND FUTURE)	Approved Report			
6	FUNDING AND IMPLEMENTATION ARRANGEMENTS	Approved Report			
7	RISK MANAGEMENT	Approved Report			



ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
8	ELECTRICITY MASTER PLAN WITH ANNEXURES, CHARTS, GRAPHS, MAPS, GIS SHAPE FILES, AND HYDRAULIC ANALYSIS AND SIMULATION SOFTWARE INPUT AND OUTPUT FILES SUPPORT FOR THE	Approved Report  Council Resolution			
9	ADOPTION OF THE EMP BY THE MUNICIPAL COUNCIL	<ul> <li>Council Resolution         on adoption of EMP         &amp; MPNRE.</li> <li>Letter of confirmation         of project completion         to DBSA</li> </ul>			
10	PROJECT CLOSEOUT REPORT	Project Closeout Report in format provided by the DBSA			
11	TOTAL FEES AND OPERATION DEVELOPMENT/ UPDATING O LM CARRIED FORWARD TO O SUMMARY IN SCHEDULE C2.2	F AN EMP OF ULUNDI VERALL COST			



Tender No. RFP344/2022: Development/ Updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality, Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality

# C2.2.2 [PART D] PRICING DATA: DEVELOPMENT/ UPDATING OF AN EMP OF BERGRIVIER LM

The detailed description of the scope of work or key deliverable are outlined in section C.3.1 of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for an EMP in Twelve (12) months.

ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT AND ESTABLISHMENT OF THE EMP WORK TEAM AND PROJECT STEERING COMMITTEE (PSC) g) Project Implementation Plan (PIP) h) Project Inception Report (PIR) in the framework issued by the DBSA.	Approved PIP and PIR			
2(A)	EXISTING SITUATION ASSESSMENT (UNDERSTANDING THE STATUS QUO):	Approved Report which must include the updated Asset Register, raw survey data, updated Asset Management Plan.			



ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
2(B)	PROVISIONAL SUM: FOR THE DIGITIZATION OF ALL HARD-COPY "AS-BUILT" DATA TO BOTH AUTOCAD AND PDF FORMATS	Digitized "As-Built" Data to both AutoCAD, PDF and GIS Formats. All "As-built" data to be linked to GIS.	N/A	N/A	R150,000.00
3	FUTURE WATER AND SANITATION DEMAND ASSESSMENT	Approved Report.			
4	INSTITUTIONAL ARRANGEMENTS AND REQUIRED AUTHORIZATIONS	Approved Report			
5	PROJECT PRIORITIZATION AND COST ESTIMATES (EXISTING AND FUTURE)	Approved Report			
6	FUNDING AND IMPLEMENTATION ARRANGEMENTS	Approved Report			
7	RISK MANAGEMENT	Approved Report			



ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
8	ELECTRICITY MASTER PLAN WITH ANNEXURES, CHARTS, GRAPHS, MAPS, GIS SHAPE FILES, AND HYDRAULIC ANALYSIS AND SIMULATION SOFTWARE INPUT AND OUTPUT FILES SUPPORT FOR THE	Approved Report  Council Resolution			
9	ADOPTION OF THE EMP BY THE MUNICIPAL COUNCIL	<ul> <li>Council Resolution         on adoption of EMP         &amp; MPNRE.</li> <li>Letter of confirmation         of project completion         to DBSA</li> </ul>			
10	PROJECT CLOSEOUT REPORT	Project Closeout Report in format provided by the DBSA			
11	TOTAL FEES AND OPERATIONAL COSTS (Excl. VAT) DEVELOPMENT/ UPDATING OF AN EMP OF BERGRIVIER LM CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.2.4				



Tender No. RFP344/2022: Development/ Updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality, Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality

# C2.2.3 [PART A] PRICING DATA: DEVELOPMENT/ UPDATING OF THE MPNRE OF CITY OF MATLOSANA LM

The detailed description of the scope of work or key deliverable are outlined in section C.3.1 of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for a MPNRE is twelve (12) months.

ID	SCOPE OF WORK / KEY DELIVERABLE(S) – - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT - Project Implementation Plan (PIP) -Project Inception Report (PIR) in the framework issued by the DBSA.	Approved PIP and PIR			
2	EXISTING AND FUTURE SITUATION ASSESSMENT (UNDERSTANDING THE STATUS QUO):	Approved Report which must include the updated Asset Register, raw survey data, updated Asset Management Plan.			
3	DETERMINE THE ELECTRICITY BALANCE OF THE MUNICIPALITY	Approved Report.			
4	PROVIDE METERING (TO DETERMINE LOSSES PER FEEDER) - Metering will aid in	Provision of metering	N/A	N/A	R150,000.00



Tender No. RFP344/2022: Development/ Updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality, Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality

ID	SCOPE OF WORK / KEY DELIVERABLE(S) – - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
	apportioning the already known losses to a particular feeder				
	and small group of customers.				
5	PROJECT PRIORITIZATION AND COST ESTIMATES (EXISTING AND FUTURE)	Approved Report			
6	WORKSHOP A DRAFT MPNRE TO PSC AND TO RELEVANT STAKEHOLDERS	Conduct workshop and provide decision record			
7	COMPILE AND SUBMIT A MPNRE FOR ADOTION BY THE MUNICIPAL COUNCIL				
8	PROJECT CLOSEOUT REPORT	Project Closeout Report in format provided by the DBSA			
11	TOTAL FEES AND OPERATI	ONAL COSTS (Excl.			
	VAT) FOR DEVELOPMENT/ UPDATING OF A MPNRE				
	OF CITY OF MATLOSANA LM CARRIED FORWARD				
	TO OVERALL COST SUMMARY	IN SCHEDULE C2.2.4			



Tender No. RFP344/2022: Development/ Updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality, Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality

# C2.2.3 [PART B] PRICING DATA: DEVELOPMENT/ UPDATING OF A MPNRE OF MSUNDUZI LM

The detailed description of the scope of work or key deliverable are outlined in section C.3.1 of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for a MPNRE in Twelve (12) months.

ID	SCOPE OF WORK / KEY DELIVERABLE(S) – - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT - Project Implementation Plan (PIP) -Project Inception Report (PIR) in the framework issued by the DBSA.	Approved PIP and PIR			
2	EXISTING AND FUTURE SITUATION ASSESSMENT (UNDERSTANDING THE STATUS QUO):	Approved Report which must include the updated Asset Register, raw survey data, updated Asset Management Plan.			
3	DETERMINE THE ELECTRICITY BALANCE OF THE MUNICIPALITY	Approved Report.			
4	PROVIDE METERING (TO DETERMINE LOSSES PER FEEDER) - Metering will aid in	Provision of metering	N/A	N/A	R150,000.00



Tender No. RFP344/2022: Development/ Updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality, Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality

ID	SCOPE OF WORK / KEY DELIVERABLE(S) – - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
	apportioning the already known losses to a particular feeder and small group of customers.				
5	PROJECT PRIORITIZATION AND COST ESTIMATES (EXISTING AND FUTURE)	Approved Report			
6	WORKSHOP A DRAFT MPNRE TO PSC AND TO RELEVANT STAKEHOLDERS	Conduct workshop and provide decision record			
7	COMPILE AND SUBMIT A MPNRE FOR ADOTION BY THE MUNICIPAL COUNCIL				
8	PROJECT CLOSEOUT REPORT	Project Closeout Report in format provided by the DBSA			
11	TOTAL FEES AND OPERATION	NAL COSTS (Excl. VAT)			
	FOR DEVELOPMENT/ UPDATING OF A MPNRE OF				
	MSUNDUZI LM CARRIED FORWARD TO OVERALL				
	COST SUMMARY IN SCHEDUL	E C2.2.4			



Tender No. RFP344/2022: Development/ Updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality, Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality

# C2.2.3 [PART C] PRICING DATA: DEVELOPMENT/ UPDATING OF A MPNRE OF ULUNDI LM

The detailed description of the scope of work or key deliverable are outlined in section C.3.1 of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for a MPNRE in Twelve (12) months.

ID	SCOPE OF WORK / KEY DELIVERABLE(S) – - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT - Project Implementation Plan (PIP) -Project Inception Report (PIR) in the framework issued by the DBSA.	Approved PIP and PIR			
2	EXISTING AND FUTURE SITUATION ASSESSMENT (UNDERSTANDING THE STATUS QUO):	Approved Report which must include the updated Asset Register, raw survey data, updated Asset Management Plan.			
3	DETERMINE THE ELECTRICITY BALANCE OF THE MUNICIPALITY	Approved Report.			
4	PROVIDE METERING (TO DETERMINE LOSSES PER FEEDER) - Metering will aid in	Provision of metering	N/A	N/A	R150,000.00



Tender No. RFP344/2022: Development/ Updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality, Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality

ID	SCOPE OF WORK / KEY DELIVERABLE(S) – - Refer to Section C.3.1. of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
	apportioning the already known losses to a particular feeder and small group of customers.				
5	PROJECT PRIORITIZATION AND COST ESTIMATES (EXISTING AND FUTURE)	Approved Report			
6	WORKSHOP A DRAFT MPNRE TO PSC AND TO RELEVANT STAKEHOLDERS	Conduct workshop and provide decision record			
7	COMPILE AND SUBMIT A MPNRE FOR ADOTION BY THE MUNICIPAL COUNCIL				
8	PROJECT CLOSEOUT REPORT	Project Closeout Report in format provided by the DBSA			
11	TOTAL FEES AND OPERATION	NAL COSTS (Excl. VAT)			
	FOR DEVELOPMENT/ UPDATING OF A MPNRE OF				
	ULUNDI LM CARRIED FORWARD TO OVERALL COST				
	SUMMARY IN SCHEDULE C2.2.4				



Tender No. RFP344/2022: Development/ Updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality, Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality

C2.2.4 PRICING DATA: OVERALL COST SUMMARY: DEVELOPMENT/

UPDATING OF ELECTRICTY MASTER PLAN (EMP) AND MANAGEMENT PLANS TO REDUCE NON-REVENUE ELECTRICITY (MPNRE) OF CITY OF MATLOSANA LM, MSUNDUZI LM, ULUNDI LM AND BERGRIVIER LM

## C2.2.4 [PART A]: CITY OF MATLOSANA LOCAL MUNICIPALITY

SCHEDULE No.	DESCRIPTION OF SCOPE OF WORK	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS)		
C2.2.2 [PART A]	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Development/ Updating an EMP of City of Matlosana LM			
C2.2.3 [PART A]	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Development/ Updating of MPNRE of City of Matlosana LM			
Operational Costs	Sub-Total of Pricing for Proposed Fees and Operational Costs for development/ updating of the EMP and MPNRE of the City of Matlosana LM (Excl. VAT)			
TOTAL PROPOSED FOR THE DEVELOR AND MPNRE OF THE VAT)				
CARRIED FORWAR	RICE (Incl. VAT) FOR THE PROJECT RD TO C1.1 FORM OF OFFER AND 1.1 (PART A): OFFER: CITY OF			

I, the undersigned, do hereby declare that the above tender submission for RFP344/2022 [PART A]: Deve City of Matlosana Local Municipality.	
SIGNED ON BEHALF OF TENDERER:	Date:



Tender No. RFP344/2022: Development/ Updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality, Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality

C2.2.4 PRICING DATA: OVERALL COST SUMMARY: DEVELOPMENT/

UPDATING OF ELECTRICTY MASTER PLAN (EMP) AND MANAGEMENT PLANS TO REDUCE NON-REVENUE ELECTRICITY (MPNRE) OF CITY OF MATLOSANA LM, MSUNDUZI LM, ULUNDI LM AND BERGRIVIER LM [CONTINUED]

## C2.2.4 [PART B]: MSUNDUZI LOCAL MUNICIPALITY

SCHEDULE No.	DESCRIPTION OF SCOPE OF WORK	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS)
C2.2.2 [PART B]	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Development/ Updating of the EMP of Msunduzi LM	
C2.2.3 [PART B]	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Development/ Updating of the MPNRE of Msunduzi LM	
Sub-Total of Pricing Operational Costs (EMP and MPNRE (EVAT @ 15%)		
Total Proposed Fee Development/ Upda Msunduzi (Incl. VA		
CARRIED FORWAR	RICE (Incl. VAT) FOR THE PROJECT RD TO C1.1 FORM OF OFFER AND 1.1 (PART B): OFFER: MSUNDUZI	

I, the undersigned, do hereby declare that the above is a proper pricing	data forming part of my/our
tender submission for <i>RFP344/2022 [PART B]: Development/ Updating</i>	0.
Msunduzi Local Municipality.	
, ,	

SIGNED ON BEHALF OF TENDERER:	Date:
OIONED ON DELIALI OF FEMDEREIN.	- Dato



Tender No. RFP344/2022: Development/ Updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality, Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality

C2.2.4 PRICING DATA: OVERALL COST SUMMARY: DEVELOPMENT/
UPDATING OF ELECTRICTY MASTER PLAN (EMP) AND MANAGEMENT
PLANS TO REDUCE NON-REVENUE ELECTRICITY (MPNRE) OF CITY
OF MATLOSANA LM, MSUNDUZI LM, ULUNDI LM AND BERGRIVIER LM
[CONTINUED]

## C2.2.4 [PART C]: ULUNDI LOCAL MUNICIPALITY

SCHEDULE No.	DESCRIPTION OF SCOPE OF WORK	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS)
C2.2.2 [PART C]	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Development/ Updating of an EMP of Ulundi LM	
· · · · · · · · · · · · · · · · · ·	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Development/ Updating of a MPNRE of Ulundi LM g for Proposed Fees and	
Operational Costs to EMP and MPNRE or		
VAT @ 15%		
TOTAL PROPOSED FOR THE DEVELOR AND MPNRE OF UL		
	RICE (Incl. VAT) FOR THE PROJECT RD TO C1.1 FORM OF OFFER AND	
ACCEPTANCE [C1.	1.1 (PART C): OFFER: ULUNDI LM]	

l, the undersigned, do hereby declare that the above is a proper pricing data formii	ng part of my/our
tender submission for RFP344/2022 [PART C]: Development/ Updating of the EM	P and MPNRE of
Ulundi Local Municipality.	

SIGNED ON BEHALF OF TENDERER:	 Date:



Tender No. RFP344/2022: Development/ Updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality, Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality

C2.2.4 PRICING DATA: OVERALL COST SUMMARY: DEVELOPMENT/

UPDATING OF ELECTRICTY MASTER PLAN (EMP) AND MANAGEMENT PLANS TO REDUCE NON-REVENUE ELECTRICITY (MPNRE) OF CITY OF MATLOSANA LM, MSUNDUZI LM, ULUNDI LM AND BERGRIVIER LM [CONTINUED]

## C2.2.4 [PART D]: BERGRIVIER LOCAL MUNICIPALITY

SCHEDULE No.	DESCRIPTION OF SCOPE OF WORK	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS)
C2.2.2 [PART D]	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Development/ Updating of an EMP of Bergrivier LM	
Sub-Total of Pricing for Proposed Fees and Operational Costs for Development/ Updating of the EMP of Bergrivier LM (Excl. VAT)  VAT @ 15%		
TOTAL PROPOSED FOR THE DEVELOR OF BERGRIVIER LI		
TOTAL TENDER PRICE (Incl. VAT) FOR THE PROJECT CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE [C1.1.1 (PART D): OFFER: BERGRIVIER LM]		

hereby declare that the above is a proper pricing data forming part of my/or RFP344/2022 [PART D]: Development/ Updating of the EMP of Bergriv	

SIGNED ON BEHALF OF TENDERER: Date:



Tender No. RFP344/2022: Development/ Updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality, Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality

# Part C3: Scope of Work

Pages C3.1 Scope of Work ...... 89 - 100



Tender No. RFP344/2022: Development/ Updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality, Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality

# C3.1 Scope of Work

- C3.1.1 INTRODUCTION
- C3.1.2 MUNICIPAL BACKGROUND
- C3.1.3 PROJECT OBJECTIVES
- C3.1.4 SCOPE OF WORK
- C3.1.5 PROJECT IMPLEMENTATION PLAN AND PROGRESS REPORTS
- C3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND DEPENDENCIES
- C3.1.7 REPORTING
- C3.1.8 ACCOUNTABILITY
- C.3.1.9 CONTACT PERSON

#### **C.3.1.1 INTRODUCTION**

The Development Bank of Southern Africa (DBSA) is supporting and assisting the South African Government to eradicate water, sanitation, roads, electricity, education and health infrastructure backlogs in South Africa. In this regard, the DBSA is providing a wide range of infrastructure planning, project preparation, funding (lending) and infrastructure delivery support services to various municipalities, Sector Departments and public entities.

The successful implementation of the projects supported by the DBSA through its non-lending (capacity building), and lending support services is expected to contribute significantly to the achievement of three of the South African Government national outcomes namely:

- a) Outcome 6: An efficient, competitive and responsive economic infrastructure network;
- b) Outcome 8: Sustainable human settlements and an improved quality of household life;
- c) Outcome 9: A responsive, accountable, effective, and efficient local government.

In cognizance of the above role of DBSA, the four municipalities (City of Matlosana LM (CMLM), Msunduzi LM (MLM), and Ulundi LM (ULM) requested support from DBSA with the development and/or updating of the respective municipalities' Electrical Services i.e. an Electricity Master Plan (EMP) and a Management Plans to reduce Non-Revenue Electricity (MPNRE). The EMP and MPNRE will assist the municipality to improve and align the identification, prioritization and implementation of water services projects towards the achievement of Government's strategic national outcomes. The EMP and MPNRE developed with DBSA support will also equip the municipalities with strategic information to discharge their electrical services delivery mandates in a systematic, holistic, effective, efficient and measurable manner that is compliant with the legislative requirements regarding the achievement of the National Government Outcomes.

#### C.3.1.2 MUNICIPAL BACKGROUND

## C.3.1.2.1 CITY OF MATLOSANA LM

The City of Matlosana Local Municipality (CMLM) is situated within the Dr Kenneth Kaunda District in the North West Province. Per StatsSA 2016 Community Survey data, the CMLM has a population of 417 282 and **135 894 households** in its area. The population grew by 1.04% from 398 676 to 417 282 between 2011 and 2016. The main towns in the municipality are Klerksdorp, Hartbeesfontein, Orkney and Stilfontein. Mining, agriculture, manufacturing, services, construction, and transport constitute the main economic sectors in the municipal area. In terms of Structures Act, the CMLM has powers and functions to provide municipal services such as water and sanitation services, electricity, roads and solid waste.



Tender No. RFP344/2022: Development/ Updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality, Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality

#### C.3.1.2.2 MSUNDUZI LM

Msunduzi Local Municipality (MLM) is situated within the uMgungundlovu District Municipality in KwaZulu-Natal. It encompasses the city of Pietermaritzburg, which is the capital of the province and the main economic hub of the district. Per StatsSA 2016 data, the MLM has a population of 679,039 persons in 180,469 households. The MLM holds 62% of the district population of 1,095,856 and has an annual population growth rate of 2%. In terms of Structures Act, the MVLM has powers and functions to provide municipal services such as water and sanitation services, electricity, roads and solid waste.

#### **C.3.1.2.3 ULUNDI LM**

The ULM is located on the southern boundary of the Zululand District Municipality (ZDM) in northeastern KwaZulu-Natal. It is one of the five local municipalities that constitute the area of jurisdiction of the ZDM – the other four local municipalities are the éDumbe, Abaqulusi, uPhongolo and Nongoma Municipalities. The municipal area is approximately 3,250 km² in extent and includes the towns and settlements of Ulundi, Nqulwane, Mahlabathini, Babanango, Mpungamhlophe, Ceza and the Traditional Authorities of Buthelezi (KwaPhindangene & KwaNondayana), Buthelezi (Empithimpithini) Mbatha, Mpungose, Ndebele, Ntombela, Ximba, Zungu, and Zulu (KwaNsimbi). Per StatsSA 2016 Community Survey, ULM has a population of 205 762 in 38 553 households. This represents a 2,01% increase over the population figures for the year 2011.

#### C.3.1.2.4 BERGRIVIER LM

The Bergrivier Municipality is a Category B municipality located within the West Coast District in the Western Cape Province. It is bordered by Cederberg to the north, Swartland and Cape Winelands District to the south, Cape Winelands District to the east, and Saldanha Bay and the Atlantic Ocean to the west. The municipality is one of the five municipalities in the district, accounting for 14% of its geographical area. Piketberg is the seat of the municipal council.

## **C.3.1.2.5 OVERALL PROBLEM STATEMENT**

In summary, the four municipalities mentioned above i.e. CMLM, MLM, and ULM ("the Municipalities) do not have up-to-date EMP and MPNRE, and are experiencing significant challenges in the provision of water and sanitation services in their respective municipal areas of jurisdiction including (to mention a few) the following:

- a) Ad-hoc, reactive, and unsystematic service delivery.
- b) Aged (and ageing) infrastructure of between 30 and 50 years old.
- c) Inadequate bulk to address growing populations.
- d) Electricity resources challenges which have been exacerbated by climate change effects.
- e) Inadequate (poor) operations and maintenance (O&M) of electrical services infrastructure.
- f) Significant electricity distribution losses (estimated more than 40%) due to aging pipes that should have been replaced, and faulty bulk meters and consumer meters.
- g) Insufficient "as-built" data, limited infrastructure asset knowledge.
- h) Compromised sustainability of service delivery
- i) Poor identification, prioritization and alignment of electricity projects in the IDP.
- j) Inadequate picture of the municipalities' global infrastructure investment needs.

It is in the above context that the three municipalities requested the DBSA for support and assistance with the development / updating of the **EMP and MPNRE**.



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#### C.3.1.3 PROJECT GOALS AND OBJECTIVES

## C.3.1.3.1 Project Goals

The goals of the project are to support the Municipalities with strategic information (the development and/or updated EMP and MPNRE) in order to:

- a) Ensure the Municipalities compliance to legislated obligations as an Electricity Services Provider.
- b) Improve water services delivery and its sustainability in the municipal area.
- c) Eradicate service delivery backlogs.
- d) Establish a basis for the municipality to plan, implement, expand, operate and maintain its electricity services infrastructure in a strategic, holistic, integrated, systematic, and cost-effective manner in order to meet current needs and future growth.
- e) Ensure water supply security and resilience

## C.3.1.3.2 Project Objectives

The primary objectives of the project are to:

- a) Development and/or update the EMP and MPNRE of the Municipalities.
- b) Assist the Municipalities to identify, prioritize and create a pipeline of water and sanitation projects for funding through various funding sources.
- c) Unlock funding from various sources for infrastructure development in the Municipalities' areas of jurisdiction.

#### C.3.1.4 SCOPE OF WORK

The scope intends to undertake this assignment for reasons of service delivery, economic development as well as financial constraints. It is for this reason that the DBSA is inviting proposals from suitably qualified/experienced service providers to bid to carry out the development of the Electricity Master Plan (EMP) and a Management Plan to reduce Non-Revenue Electricity (MPNRE).

For the purpose of this tender, 2 (two) areas need to be covered by the scope. These are; Electricity Master Plan (EMP) and a Management Plan to reduce Non-Revenue Electricity (MPNRE)

(see Table 1 below). Focus should mainly be on the local and regional space for integration purposes.

Table 1: Project Scope (summary)

PF	ROJECT NAME	PROJECT DESCRIPTION
1	Electricity Master Plan	A full Electricity Master Plan in line with Sector Departments' requirements and or standards
2	Management Plan for Non- Revenue Electricity	A Management Plan for Non-Revenue Electricity, addressing the Electricity Distributor Statutory Requirements and both National Treasury and Auditor Generals' findings and recommendations



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The scope of work has been prepared in accordance with the Departments of Energy, Cooperative Governance and Traditional Affairs guidelines in the preparation of these plans. The EMP development will comprise of ten Parts as well as the preparation of an Executive Summary as follows:

The Parts have further been subdivided into tasks and outputs so as to provide details of work to be undertaken in each Part. The PSP will be required to prepare the EMP by covering all Parts and associated tasks as detailed below.

# INDICATIVE SCOPE OF WORK FOR THE DEVELOPMENT OF ELECTRICITY MASTER PLAN (EMP)

# 1. STAKEHOLDER ENGAGEMENT AND ESTABLISHMENT OF THE PROJECT STEERING COMMITTEE (PSC)

The process of developing the master plan will involve officials, political representatives, organized local business and the communities from grass roots level, and applicable spheres of government. Therefore, as part of the scope of work, the appointed professional services provider must make provision for an inclusive participation process involving all the parties mentioned. The technical process will rely on the participation of relevant officials and political representatives from the municipalities, provincial and national government regarding technical inputs and the decision-making process.

#### 2. EXISTING SITUATION ASSESSMENT (UNDERSTANDING THE STATUS QUO)

- a) Acquisition, collation and assessment of information on the existing electricity infrastructure systems including the following information:
  - i. Geographic information the details of the locations and coverage of the electricity infrastructure.
  - ii. Identification and classification of network assets including bulk supply and feed-in points, distribution, and associated reticulation systems.
  - iii. Standards, criteria for design, etc.
  - iv. Investments in the network and refurbishments done.
  - v. Network models applicable to the type and design of the distribution network.
  - vi. Present load data.
- b) Identification of the sector plans, programmes, projects, and initiatives in all spheres of government that will affect the development and viability of the electricity service in the municipality under consideration. These will include national and provincial imperatives and prioritized plans,
- c) Assessment of the factors that trigger demand for electricity infrastructure in the municipal area: These factors will include (to mention a few) economic growth, demographics, location of the municipality, land use and availability, water and energy security, safety, health and security, disaster management etc.
- **d)** Evaluation and analysis of the visions, sector strategies, sector plans and targets outlined in various source documents which will be made available to the appointed Service Provider by



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the municipality, or which the service provider can source by itself. Purpose is to ensure alignment and integration.

The sector strategies and plans which are to be considered (including all existing master plans), are for water and sanitation, Roads and transport, Storm water, Electricity and Energy, Solid waste, Municipal amenities, Integrated housing (human settlements) sectors. They will include Growth and Development Strategies, Spatial Development Frameworks (SDF), Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP), and the Government's Medium Term Strategic Framework (MTSF). Other planning and strategy documents include but are not limited to Environmental strategies and plans, Municipal Growth and Development Plans, Local Economic Development strategies and plans, Urban Renewal Strategy. Typical national documentation to be consulted will include the National Spatial Development Framework, the National Growth and Development Strategy, National Development Plan, and the National Economic Development Framework.

It is essential that the above plans are read in conjunction with the Integrated Development Plan (IDP) and the Spatial Development Framework (SDF) to ensure that they support the growth direction proposed for the municipality or highlight areas that need to be reconsidered in terms of the SDF. Proposals should also be formulated so that they align with applicable national and provincial programmes, projects, and initiatives.

- e) Establishment of the current delivery capacity and demand:
  - Existing Bulk Supply System: Delivery capacity in terms of growth of consumer base, purchase agreements, distribution networks, internal municipal generation capacity (where applicable), quantification of limitations or restrictions affecting normal operations, current level of delivery into the distribution system, etc.
  - ii. Existing Distribution System: Overall delivery capacity in terms of feed-in points, distribution and reticulation system at various high-voltage levels, Shortcomings (if any) in the level of supply due to current, voltage, continuity or quality of supply issues,



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Shortcomings (if any)in operations due to switching, transformers and cable loads, etc., Design limitations and Shortcomings in current operations, etc.

- iii. *Current Capacity:* Establish the current capacity of the electricity distribution system relative to the age, condition, and environment of the infrastructure.
- iv. *Current Demand:* Determination and verification of the current load on the network, maximum demand allowed by ESKOM (bulk supplier), assessment of any "dormant demand", spare capacity, etc.
- f) Assessment and establishment of levels of service *minimum, basic, intermediate, and full levels as applicable to various consumers.*
- g) Assessment and Determination of Existing Electricity Infrastructure Backlogs

Assessment of electricity infrastructure backlogs must be undertaken vis-à-vis the applicable levels of service. Recommendations for upgrades, improvements and refurbishments that have not been acted on need must be reviewed to determine whether they are still relevant or should be reassessed.

h) Energy Efficiency Levels and Losses.

*Electricity Balance:* The municipality's electricity balance must be established using an approved methodology so as to determine the level of non-revenue electricity, technical losses, and non-technical losses. In addition:

- i. The performance of service delivery, judged from consumer complaints, must be assessed to determine the underlying causes of these complaints.
- ii. Furthermore, the effectiveness of operations and maintenance, judged from evaluation of the Service Delivery and Budget Implementation Plan (SDBIP) against unplanned repair/replacements, must be determined and assessed.
- i) Identification of new and proposed developments and their impact in terms of existing and new electricity infrastructure.
- j) Preparation or updating of the Asset Register and GIS and determine conditions, remaining useful life, efficiency levels, reliability, and carrying capacity. Specifically determine electricity network conditions, capacity and the need for OM and refurbishment, and update the asset register where relevant.
- k) Preparation or updating of the electricity Infrastructure Asset Management Plans.
- Assessment and definition of socio-economic status quo i.e. consumer and user profiles and affordability.



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#### 3. FUTURE DEMAND ASSESSMENT

- a) Determination of future demand by considering growth patterns, economic development, spatial development, land use and the levels of service required within the framework of existing legislation and policy. This includes the identification and assessment of new developments required to meet future demand for electricity services.
- b) Determination of the anticipated load growth, distribution networks, additional bulk supply capacities, and the need (necessity) to upgrade or expand the electricity infrastructure.
- c) Determination of any network changes that could increase capacity, including network reconfigurations and other changes.
- d) Compilation of an electricity distribution forecast model which can be updated on a continuous basis as demand patterns change or new areas are developed.
- e) Considerations for the use of alternative technologies and materials to achieve cost reductions, ease of operations and maintenance or protection of the environment.
- f) An analysis (at local level) of the regional demand for electricity infrastructure should also be studied to determine whether partnerships can be negotiated to share in the formulation of proposals for major developments which could be handled more costeffectively or efficiently on a regional basis, etc.

#### 4. INSTITUTIONAL ARRANGEMENTS AND REQUIRED AUTHORIZATIONS

- a) Review of existing institutional arrangements and formulation of proposals to develop systems and procedures and to build capacity as required to operate and maintain the electricity infrastructure.
- b) Assessment, determination, and recommendations on institutional arrangements for provision of through routes, etc. in the municipal area.
- c) Provide recommendations to facilitate:
  - i. Provision of land and servitudes for electricity infrastructure.
  - ii. Wayleave applications from/to national, provincial, authorities and agencies where applicable.
  - iii. Environmental Impact Assessments where required.

## 5. PROJECT PRIORITIZATION AND COST ESTIMATES

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



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- b) Determination of the extensions and new infrastructure required to address backlogs and the cost estimates (Capital and Operational) thereof.
- c) Determination of priorities and the phasing of projects and programmes for:
  - i. Short term development (One-Year Projects and Budget Plan)
  - ii. Medium term development (Three to Five Year Capital and Operational Plan)
  - iii. Long term development (20 Years and above Capital and Operational Plan)
- d) Formulation of a project prioritization model addressing short-, medium- and long-term strategic plans.
- e) Long-, medium- and short-term plans covering expansion, operations and maintenance, costings, possible funding sources, land, servitudes, and staffing requirements.

## 6. FUNDING AND IMPLEMENTATION ARRANGEMENTS

- a) Identification, assessment, and recommendations on:
  - i. Sources of funding, including tariff structuring, levies, investment, or payment models to raise sufficient funds for development.
  - ii. Methods of delivery, including community participation, traditional service provider models and public-private or public-public partnerships where appropriate.
  - iii. Critical material, equipment, skills and labour requirements to be sourced in other regions or internationally as a potential input to supply chain management

## 7. RISK MANAGEMENT

Conduct risk analysis to identify critical assets, the impact of their failure, the level of exposure to risk, and to determine alternative services, sources, or mitigation measures as the case may be......

8. ANNEXURES, MAPS, CHARTS, ETC.

## Project Closure: The appointed professional services provider is expected to:

- a) Workshop the draft Electricity Master Plan with the Municipality and incorporate comments.
- b) Facilitate adoption of the EMP by the Council of the Municipality.



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The DBSA has been collaborating with key electricity sector stakeholders at national, provincial and municipal spheres to support and assist selected municipalities regarding:

- The development of Management Plans for the reduction of non-revenue electricity through various electricity conservation and electricity demand management (EC&EDM) measures.
- The aim is to achieve the reduction of technical and non-technical electricity losses in the municipal electricity network
- The reduction of electricity consumption through the formulation and implementation of Energy Efficiency and Demand Side Management (EE&DSM) measures in the municipal area.
- The mobilization of resources for the implementation of the strategies and initiatives aimed at achieving EC&EDM and EE&DSM.

The indicative scope of work Terms of Reference (ToR) outlined herein for the development of a strategic management plan to reduce non-revenue electricity and to promote energy efficient practices has been presented as a guide to taking the first steps in addressing non-revenue electricity and energy

inefficiency. It defines the minimum quantum of the tasks and deliverables expected from any appointed. Professional Service Providers (PSP) responsible for the development of the strategic business plan. It is anticipated that once the indicative scope of work is covered, it will assist in the reduction of non-

revenue electricity in a programmatic, holistic, systematic, balanced, and measurable in the municipality.

The appointed PSP is expected to execute the following minimum scope of work in the identified Municipalities:

#### 1) STAKEHOLDER ENGAGEMENT AND SITUATIONAL ASSESSMENT:

- a) Stakeholder Engagement: Engage with relevant stakeholders such as the Municipalities, Department of Energy (DOE), ESKOM, NERSA, Provincial COGTA, Non-Governmental Organizations (NGOs), etc. and obtain inputs, information, etc. and views regarding the reduction of electricity losses, EC&EDM, electricity demand side management (EDSM), and regarding previous work done on these matters in the municipality.
- b) Existing Situational Assessment, Information and Documentation: Obtain all relevant existing documentation and information on EC&EDM in the municipality and assess the information therein including such relevant information such as:
  - i. Previous assessment reports regarding the initiative to reduce electricity losses in the municipality.
  - ii. The history, approach and results of implementation of EC&EDM in the municipality.
  - iii. The historical electricity load/phase balance of the municipality over the past MTEF showing the historical electricity loss levels compiled using an approved methodology (e.g. Load Factor Effect).
  - iv. The completeness and adequacy of the measurement and monitoring system for the electricity load / phase balance in the municipality.
  - v. The completeness and adequacy of metering of electricity use in the Municipality vis-à-vis the various categories of users,



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- vi. The adequacy, effectiveness, and efficiency of the institutional arrangements regarding meter installations and meter readings for bulk and reticulation supplies
- vii. The adequacy, effectiveness, and efficiency of the financial management systems of the municipality with regards to billings, historical payment levels, collections, cost recovery, implementation of credit control policies, ring-fencing of electricity accounts, Free basic electricity, credit control and debtor management, revenue enhancement, customer account management, etc.
- viii. The integrity, completeness, and accuracy of the municipality's electricity customer database in the municipal financial system vis-à-vis its existing spatial development, actual number of end users, etc.
- ix. The adequacy and effectiveness of any existing efforts by the relevant Departments or Directorate of the municipality regarding the implementation of effective community and end-user awareness campaigns and initiatives designed to influence and change community's behaviour and attitudes towards minimization of non-technical electricity losses, payment for services, appreciation and use of electricity, care of end-user infrastructure and facilities, etc.
- Existing Infrastructure Assessment: Obtain all relevant information, as-built drawings, etc. of the electricity infrastructure network and associated facilities and undertake relevant site visits to:
  - i. Confirm and validate the existence of key network installations.
  - ii. Obtain a general assessment of the entire electricity infrastructure network in the Municipality to establish the composition, age, quality, general condition, and network modelling thereof using available information or, in the absence of such available information, conducting the assessment from scratch,
  - iii. Obtain a general assessment of the status, frequency, and adequacy of metering and meter readings for bulk supplies in the municipal area.
  - iv. Identify and assess the existing roles and responsibilities and the effectiveness thereof, regarding the provision of electricity services in the municipality including associated responsibilities such as meter readings, revenue collection, operations, and maintenance of electricity services infrastructure, etc.
  - v. Assess the adequacy and currency of the by-laws, policies, tariff setting, asset management planning, and budgeting for operations and maintenance by the municipality in relation to the sustenance of electricity services provision and its associated infrastructure

## 2) DETERMINE THE ELECTRICITY BALANCE OF THE MUNICIPALITY:

- a) Establish the Electricity Balance of the municipality and the total electricity losses using an approved methodology (e.g., Load Factor Effect). The level of total electricity losses is to be expressed as a percentage of total bulk purchases, Rands, and mega-volt amperes (MVA).
- b) Provide an interpretation of the Electricity Balance of the Municipality in terms of: How much electricity is being lost? Where is it being lost from? And Why is it being lost?



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- 3) FORMULATE SPECIFIC TECHNICAL, FINANCIAL, INSTITUTIONAL, AND SOCIAL STRATEGIES AND INITIATIVES (PROJECTS) i.e., initiatives that can be introduced to reduce non-revenue electricity and improve the performance of the electricity service.
- a) In terms of the specific technical, financial, institutional, and social strategies and initiatives (projects) that can be introduced to reduce the electricity losses, provide a clear indication of the:
  - i.Prioritization of the strategies and initiatives within the context of a programme to reduce the electricity losses - after due consideration of potential impact, "quick wins", availability of funding, and the technical capacity of the municipality.
  - ii. Scope of work or deliverables for each specific strategy or initiative
  - iii. Roles and responsibilities within the municipality regarding technical, financial, social, institutional, and social work components
  - iv. Estimate of required resources (human, skills, financial, etc.) for the implementation of each strategy or initiative to reduce the electricity losses
  - v. Funding options for the implementation of the specific strategies or initiatives to reduce the electricity losses
  - vi. Provisional implementation schedule (timelines) for the specific strategies or initiatives
- vii. Risk and risk mitigation measures regarding the implementation of the specific strategies or initiatives to reduce the electricity losses
- viii. Innovative procurement and implementation options for the effective and efficient delivery of the specific strategies or initiatives
- ix. Recommendations for the sustenance, institutionalization, and mainstreaming of the specific strategies and initiatives as an on-going programme within the municipality vis-àvis the required technical, financial, and institutional resources.

# 4) COMPILE AND SUBMIT A MANAGEMENT PLAN TO REDUCE NON-REVENUE ELECTRICITY IN THE MUNICIPALITY:

Compile and submit a Management Plan that highlights the findings of sections 1), 2), and 3) above and outlining *inter alia:* 

- a) The results and findings of stakeholder engagement, existing situational assessment, documentation and information obtained, challenges encountered, etc.
- b) The electricity balance of the municipality indicating the current (baseline) electricity loss level (expressed as a percentage of total bulk purchases, rands, and mega-volt amperes MVA), and the adequacy of the measurement and monitoring system thereof
- c) The specific technical, financial, institutional, and social strategies and initiatives (projects) that can be introduced to reduce the electricity losses, together with a clear indication of the:
  - i. Prioritization of the strategies and initiatives within the context of a programme to reduce the electricity losses - after due consideration of potential impact, "quick wins", availability of funding, and the technical capacity of the municipality.
  - ii. Scope of work or deliverables for each specific strategy or initiative
  - iii. Roles and responsibilities within the municipality regarding technical, financial, social, institutional, and social work components
  - iv. Estimate of required resources (human, skills, financial, etc.) for the implementation of each strategy or initiative to reduce the electricity losses
  - v. Funding options for the implementation of the specific strategies or initiatives to reduce the electricity losses



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- vi. Provisional implementation schedule (timelines) for the specific strategies or initiatives
- vii. Risk and risk mitigation measures regarding the implementation of the specific strategies or initiatives to reduce the electricity losses
- viii. Innovative procurement and implementation options for the effective and efficient delivery of the specific strategies or initiatives
- ix. Recommendations for the sustenance, institutionalization, and mainstreaming of the specific strategies and initiatives as an on-going programme within the municipality visà-vis the required technical, financial, and institutional resources.
- 5) During the assignment, attend Project Steering Committee (PSC) meetings at the municipality (or at the DBSA where required) and report to the municipality, the DBSA and key stakeholders, at agreed regular intervals, and in an approved format, the progress with the compilation of the strategic business plan for the reduction of electricity losses in the Municipality.

#### C.3.1.5 PROJECT DELIVERABLES

#### C.3.1.5.1 Project Implementation Plan

Within <u>one week after the appointment</u>, the successful Professional Service Provider will be required to provide an Implementation Plan for the duration of the project. The Implementation Plan among others will include the activities that are listed in the scope of work including brief description and individual duration that shall not exceed the total contract period. A schedule of submission of each part of the scope of work must also be included in the plan.

Furthermore, the Professional Service Provider will be required to provide the progress and final payments schedule that will be aligned to the implementation plan deliverables / milestones.

#### C.3.1.5.2 Monthly Progress Reports

The successful Professional Service Provider will be required to provide regular progress report in accordance with the timeframe as stipulated in Table 4 below. Progress Report must give a summary of the following information:

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

# C.3.1.5.3 Development of the Electricity Master Plan and Management Plan for Non-Revenue Electricity

The successful Service Provider will be required to develop and submit to the DBSA and Local Municipality copies of the completed Plans in accordance with the scope of work. The framework to be used is as per Section C2.2.2.



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#### The final EMP is to be submitted as follows:

- i. Two original printed/hard copies and two (editable & non-editable) full electronic copies on CDs/DVD/USB submitted to DBSA.
- ii. Two original printed/hard copies and two (editable & non-editable) full electronic copies on CDs/DVDs submitted to Municipality.

## C.3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND DEPENDENCIES

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

The DBSA anticipates this project to be completed in twelve (12) months from the date of appointment of the successful PSP(s). The PSP(s) will provide necessary resources required for the execution and successful completion of the scope of work within that period.

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

The success of the envisaged services to be provided depends on the following assumptions:

- a) There is full buy-in, ownership and support from the Municipality regarding the support being provided
- b) The Sector Departments Provincial and National DHS, Eskom, COGTA, DOE, National Treasury, etc. provides full and sustained facilitation and assistance to the infrastructure planning and project implementation support provision.
- c) There is ongoing and sustained involvement and cooperation of all stakeholders including the local communities.
- d) Effective inter-departmental planning and co-ordination is established through a Program Steering Committee.

## C3.1.6.3 Risks and Risk Mitigation

The PSP is responsible to identify relevant risks to the project and is expected to factor these risks into the Pricing Schedule and to take steps to mitigate these risks during providing the technical support. These risks may include:

- a) Limited information for the development of the EMP and MPNRE.
- b) Lack of infrastructure data and information from the Municipality and other stakeholders.
- c) Insufficient stakeholder involvement.
- d) Protracted delays by the municipalities and other stakeholders in providing available information relevant to the development of the EMP and MPNRE.
- e) Unclear information and parameters from relevant stakeholders.

#### C.3.1.7 REPORTING

The PSP will report directly to the Project Leader/Manager of the DBSA and during the preparation of the EMP, the progress and final reports will be submitted to Project Leader/Manager and the municipality via the Project Steering Committee (PSC). All interim



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progress reports will be presented and discussed in the PSC between the Service Provider, stakeholders and role-players in the manner shown on Table 4 below:

Table 4: Schedule of Report Submissions and Meetings

No	Description	Time frame	Stakeholder/Role-player
1.	An initial Project Briefing	One week after appointment	PSC (DBSA, LM, PSP,
	between the appointed		COGTA, ESKOM, DOE,
	Service Provider, DBSA &		MISA, etc.)
	Local Municipality (LM)		
2.	Project Implementation Plan	One week after appointment	PSC (DBSA, LM, PSP,
			COGTA, ESKOM, DOE,
			MISA, etc.)
3.	Draft EMP (for comment)	Two months prior to completion	PSC (DBSA, LM, PSP,
			COGTA, ESKOM, DOE,
			MISA, etc.)
4	Progress Reports	On a monthly basis	PSC (DBSA, LM, PSP,
			COGTA, ESKOM, DOE,
			MISA, etc.)
5	Final EMP	One month prior to completion	PSC (DBSA, LM, PSP,
			COGTA, ESKOM, DOE,
			MISA, etc.)
6	Completion of Close Out	End of contract completion date	PSC (DBSA, LM, PSP,
	Report		COGTA, ESKOM, DOE,
			MISA, etc.)

## **C.3.1.8 ACCOUNTABILITY**

During the execution of this contract, the successful Service Provider will be required to work closely with the municipality's relevant departments, staff, and DBSA – Project Leader. The PSP will report to the PSC in accordance with meeting schedule as provided in Table 4 and any others that the Service Provider will deem necessary for the execution of the project. The DBSA will be responsible and accountable for the day-to-day activities of the Service Provider appointed and issue written instruction on behalf of the PSC.

## **C.3.1.9 CONTACT PERSON**

Technical queries to be directed to the DBSA technical team through the DBSA Procurement Unit via email to <a href="mailto:scmqueries@dbsa.org">scmqueries@dbsa.org</a> and <a href="mailto:LihleSCM@dbsa.org">LihleSCM@dbsa.org</a> and the tender reference number is to be quoted.

#### C.3.1.5 PROJECT ADMINISTRATION AND GOVERNANCE REQUIREMENTS

#### C.3.1.5.1 Project Implementation Plan

The successful PSP are expected to submit the **Project Implementation Plan (PIP)** within the time period stated in the letters of appointment which shall not exceed two weeks from the dates of appointment. The PIP will include the activities that are listed in the scope of work including brief



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description and individual duration that shall not exceed the total maximum specified duration. The timelines (schedule) of submission of each Deliverable must be in the PIP. The DBSA will provide a template for the development of the PIP to the successful Tenderer.

## C.3.1.5.2 Project Steering Committee (PSC)

In terms of the Grant Agreement between the DBSA and the Municipalities, Project Steering Committees (PSC) will be established to strategically oversee the implementation of the project in each Municipality. The PSC is to be chaired by the Municipality and will strategically oversee the successful implementation of the project using the PIP cited above amongst others.

## C.3.1.5.2 Progress Reports

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

- viii. Amount of time spent by each team project member on a specific task;
- ix. Total amount of time and cost to date;
- x. Time cost since the previous report;
- xi. Percentage of work completed per specific task and the overall percentage completion;
- xii. Other information that will be determined by either PSC or Service Provider;
- xiii. Risks and mitigations and
- xiv. Lessons learnt.

## C.3.1.5.3 Submission of Final Reports on the Key Deliverables

The successful Service Provider will develop and submit to the DBSA and the Municipalities copies of the completed final key Deliverables in accordance with the following requirements:

- iii. Five original printed/hard copies and five (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive USB Stick) to the DBSA.
- iv. Five original printed/hard copies and five (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive USB Stick) submitted to the Municipalities.

## C.3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND DEPENDENCIES

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

The DBSA anticipates the EMP and MPNRE to be completed in the Municipalities within **Twelve (12) months** from the Start Date. The PSP shall provide commensurate resources for the successful execution of the project within the indicated time frames.



Tender No. RFP344/2022: Development/ Updating of an Electricity Master Plan (EMP) and a Management Plan to Reduce Non-Revenue Electricity (MPNRE) of City of Matlosana Local Municipality, Msunduzi Local Municipality, Ulundi Local Municipality and Bergrivier Local Municipality

# **C4.1 Site Information**

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

## C4.1.1 City of Matlosana LM



Figure C2.1: City of Matlosana LM Geographical Location within Dr. Kenneth Kaunda District Municipality

## C4.1.2 Msunduzi LM



Figure C2.2: Msunduzi LM Geographical Location within uMgungundlovu District Municipality



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## C4.1.3 Ulundi LM



Figure C2.3: The geographical location of ULM in the Zululand District

## C4.1.4 Bergrivier LM



Figure C2.4: The geographical location of BLM in the West Coast District