

Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

Reference : MISA/FS/RE/058/2021/22

Tender Document for:

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR
 THE FEASIBILITY STUDY FOR RENEWABLE ENERGY IN ALFRED
 NZO, UGU, HARRY GWALA AND OR TAMBO DISTRICT
 MUNICIPALITIES**

Client	Municipal Infrastructure Support Agent
Reference no.	MISA/FS/RE/058/2021/22
Closing date and Time	21 February 2022
Non-Compulsory briefing session date and time	10 February 2022
The Tenderer (Name)	

NEC 3 (2013): Professional Services Contract (PSC) option A: Priced Contract with Activity Schedule

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



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

Reference no.: **MISA/FS/RE/058/2021/22**

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR THE FEASIBILITY STUDY FOR RENEWABLE ENERGY IN ALFRED NZO, UGU, HARRY GWALA AND OR TAMBO DISTRICT MUNICIPALITIES

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Municipal Infrastructure Support Agent (MISA)
Cooperative Governance & Traditional Affairs (CoGTA)

The Tender

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THE FEASIBILITY STUDY FOR RENEWABLE ENERGY IN ALFRED
NZO, UGU, HARRY GWALA AND OR TAMBO DISTRICT
MUNICIPALITIES**

Tender Procedure: Open procedure

Based on

MISA Supply Chain Management Policy of March 2021

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

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

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

Preferential Procurement Regulations 2017 (Ref: Government Gazette No. 40553; Dated: 20 Jan 2017 Issued According to the Preferential Procurement Policy Framework Act (PPPFA), Act No. 5 of 2000)

Tender Evaluation Method

Method 4: Quality, Price and Preference (SANS 10845-1 (2015))



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

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MUNICIPALITIES**

T1: Tendering procedure

T1.1:TENDER NOTICE AND INVITATION TO TENDER

Municipal Infrastructure Support Agent (MISA) is hereby, inviting suitably qualified service providers to tender **for the** appointment of professional service provider/s for the feasibility study for renewable energy in Alfred Nzo, Ugu, Harry Gwala and OR Tambo district municipalities.

TENDER REFERENCE NUMBER	PROJECT NAME	NON-COMPULSORY BRIEFING SESSION VENUE, DATE AND TIME.	CLOSING DATE, TIME AND VENUE.
MISA/FS/RE/058/2021/22	APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR THE FEASIBILITY STUDY FOR RENEWABLE ENERGY IN ALFRED NZO, UGU, HARRY GWALA AND OR TAMBO DISTRICT MUNICIPALITIES	A virtual briefing session will be held online Date: 10 February 2022 Time: 10:00am	Date: 21 February 2022 Time: 11:00am In the Tender Box, MISA Head Office Reception

A non-compulsory **virtual** briefing session will take place online unless otherwise amended later. Representative(s) from MISA will brief the prospective Tenderer to provide details of the Contract. **The link to the briefing session will be made available on MISA website on the date and time of the briefing session as stipulated above.**

The Terms of Reference (ToR) will be available from the **e-Tender Publication Portal** (www.etenders.gov.za) of the National Treasury of the Republic of South Africa from the date of publication of the Notice of Request for Proposals in relevant media. Any queries related to the e-Tender Publication must be communicated with the Director Supply Chain Management, Ms Lumka Tyikwe on Lumka.tyikwe@misa.gov.za or by contacting the Office of the Director Supply Chain Management Call Supply Chain Centre on 012 848 5325.

The requirement of submissions is detailed in the Submission Data (Ref: T1.2 Tender Data) only tenderers who satisfy the eligible criteria as established for the tender (Ref: T 1.2 Tender Data) to submit tenders.

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

The preferred Professional Service Provider for appointment will be subjected to vetting and MISA reserves the right to cancel the appointment if the results of the vetting are unfavourable.

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

Enquiries shall be directed to Limka.tyikwe@misa.gov.za 7 working days before the closing date of the bid.

The Tenders will be evaluated based on preferential procurement framework Act 5 of 2000 aligned to Method 4 of the SANS 10845 – 1 (ref: Annexure A, Standard for Infrastructure Procurement and Delivery Management; First edition, October 2015). The Method 4 evaluation is based on quality, price and preferential (B-BBEE Status) points as given below:

All other prerequisites as detailed in the tender documents shall apply.

Issued by:

Ntandazo Vimba
Chief Executive Officer
Municipal Infrastructure Support Agent



Municipal Infrastructure Support Agent (MISA)
Cooperative Governance & Traditional Affairs (CoGTA)

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T1.2 TENDER DATA

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

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

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

CLAUSE NUMBER	TENDER DATA
3.1	The employer is the Municipal Infrastructure Support Agent, a Government Component within the Ministry for Cooperative Governance and Traditional Affairs (CoGTA), established in terms of Presidential Proclamation No. 29 of 2012.
3.3	The tender documents issued by the employer comprise of the documents listed on the contents page
3.4	The employer's agent is: Name: Ntandazo Vimba Address/ Contact: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion, Pretoria 0046

CLAUSE NUMBER	TENDER DATA
	<p style="text-align: center;">Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p> <p>Email: Lumka.tyikwe@misa.gov.za</p>
3.4	The language for all communications is English
4.1	<p>ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in its tender submission are eligible to submit tenders and have its tenders evaluated:</p> <p>The tenderer:</p> <ol style="list-style-type: none"> 1. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. 2. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement in place that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners. 3. In case of subsidiary arrangement, there must be a proof that the subsidiary is part of the Holdings Company. Letter by the Holdings Company should be attached. 4. The tendering entity has professional indemnity insurance cover issued by a reputable South African insurer in an amount of not less than R 1 million in respect of a claim without limiting to the number of claims or show documentary evidence (proposal / quotation) of having applied for such cover.
4.12	No alternative tender offer will be considered.
4.13	<p>The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.</p> <ol style="list-style-type: none"> 1. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink. 2. None of the documents have correction fluid on them for correction. 3. In case of Sub-contracting (limited to a maximum of 25% value of the tender), properly filled in schedule of proposed sub-consultants submitted.

CLAUSE NUMBER	TENDER DATA
	4. The preferred Service Provider for appointment will be subjected to vetting and MISA reserves the right to cancel the appointment if the results of the vetting are unfavourable.
4.13.5	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box:</p> <p>Reception</p> <p>Municipal Infrastructure Support Agent</p> <p>Physical Address: 1303 Heuwel Avenue, Riverside Office Park, Letaba House, 1st Floor, Centurion, Pretoria 0046 Private Bag X 105, Centurion 0046</p> <p>Telephone: 012 848 5300</p>
4.13.6	Tender offer shall be submitted as an original , plus one Flash Drive copy of original completed tender document (scanned) .
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender (ref: T1.1).
4.16	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 th day).
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, Quality and Preference). The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 0.7.</p> <p>N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.9.</p>

CLAUSE NUMBER	TENDER DATA																				
	<p>The score for financial offer (N_{Fo}) is calculated using the 80/20 Preference Point System formula:</p> <p>The final score for award is calculated using the 80/20 Preference Point System formula.</p> $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>where a maximum of 80 points is allocated for price</p> <p>Ps = Points scored for comparative price of bid under consideration</p> <p>Pt = Comparative price of bid under consideration</p> <p>Pmin = Comparative price of lowest acceptable bid</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferential Procurement Regulations 2017 (ref: Preferencing Schedule), a maximum of 20 points will be awarded to tenderers who complete the schedule and who are found to be eligible for the preference claimed.</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with clause 5.11.9 where maximum points for qualification is 100</p> <p>The table below must be used to calculate the score out of 20 for B-BBEE.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>B-BBEE Status Level of Contribution</th> <th>Number of Points</th> </tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-Compliant Contributor</td><td>0</td></tr> </tbody> </table> <p>Valid (current) B-BBEE status level verification certificate or a certified copy substantiating their B-BBEE rating issued by a Registered Auditor approved by Independent Regulatory Board of Auditors (IRBA) or a Verification Agency accredited by South African National Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporations Act (CCA) have to be submitted along with the Proposal, if the Tenderer claims the preferential procurement points.</p>	B-BBEE Status Level of Contribution	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-Compliant Contributor	0
B-BBEE Status Level of Contribution	Number of Points																				
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7	4																				
8	2																				
Non-Compliant Contributor	0																				

CLAUSE NUMBER	TENDER DATA															
5.11.9	<p>All compliant proposals shall be evaluated for their Qualities on a scale of 100. The minimum qualifying points are 75 to be considered for further evaluation for selection. The quality criteria and maximum score in respect of each of the criteria are given hereunder.</p> <p><i>A Tender scoring below 75 points in Quality will be considered as DISQUALIFIED for evaluation and will be discarded from any further evaluation.</i></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Quality criteria</th> <th style="text-align: center;">Evaluation schedule</th> <th style="text-align: center;">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td>Tenders' relevant experience</td> <td>Schedule 1</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Experience of key personnel</td> <td>Schedule 2</td> <td style="text-align: center;">65</td> </tr> <tr> <td>Proposed Methodology and Approach</td> <td>Schedule 3</td> <td style="text-align: center;">15</td> </tr> <tr> <td colspan="2">Maximum possible score for Quality (N_{qs})</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>The minimum number of qualifying evaluation points for quality is 75</p>	Quality criteria	Evaluation schedule	Maximum number of points	Tenders' relevant experience	Schedule 1	20	Experience of key personnel	Schedule 2	65	Proposed Methodology and Approach	Schedule 3	15	Maximum possible score for Quality (N_{qs})		100
Quality criteria	Evaluation schedule	Maximum number of points														
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Proposed Methodology and Approach	Schedule 3	15														
Maximum possible score for Quality (N_{qs})		100														
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 1. the tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 2. the tenderer has not: <ol style="list-style-type: none"> a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect; 															
5.17	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>															
	<p>TENDER AWARD</p> <p>A. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender).</p>															

CLAUSE NUMBER	TENDER DATA
	<p>B. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.</p> <p>C. Points scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3rd decimal place is 1 up-to 4, the points up to 2nd decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2nd decimal place and the resulting point will be considered.)</i></p> <p>D. In the event that two or more Tenders have scored equal total point, the successful Bid must be the one scoring the highest number of preference points for B-BBEE.</p> <p>E. However, in the event that two or more Tenders have scored equal point including equal preference points for B-BBEE, the successful tender must be the one scoring the highest points for quality.</p> <p>F. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.</p> <p style="text-align: center;">ADDITIONAL CONDITIONS OF TENDER</p> <p>The additional conditions of Tender are:</p> <p>A. Joint Venture</p> <p>Tenders may form a joint venture acceptable to the Employer as detailed in the tender documents.</p> <p>B. Costs incurred by Bidder.</p> <p>The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p>C. Acceptance of Bid</p> <p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender.</p>

CLAUSE NUMBER	TENDER DATA
	<p>D. Period of validity of tender and withdrawal of tender after the closing date of tender submission</p> <p>All Tender shall remain valid for a period of twelve weeks (90 days, exclusive of closing date but inclusive of the 90th day) or until the Tenderer is relieved of this obligation by the Employer, in writing, at an earlier date.</p> <p>E. Withdrawal of Tender during validity or Failure in signing resulted Contract Agreement at Award</p> <p>Should a Tenderer</p> <p>a) Withdraw his Tender during the period of its validity; <u>or</u></p> <p>b) Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u></p> <p>c) Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data (ref: C1.2) in the Tender documents or any extended time agreed to by the Employer;</p> <p>then the Tenderer shall be liable for and pay to the Employer –</p> <p>i. All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so;</p> <p>ii. The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received;</p> <p>iii. Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be.</p> <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of</p>

CLAUSE NUMBER	TENDER DATA
	<p>this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default.</p> <p>Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.</p> <p>F. Repudiation of Tender or Invalidation of Contract</p> <p>If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract;</p> <ul style="list-style-type: none"> a) has acted in a fraudulent or corrupt manner in obtaining/executing a Contract; b) has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour; c) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company: d) to refrain from Tendering for this Contract; e) as to the amount of the Tender to be submitted by either party; f) has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Bid. <p>The Employer may, in addition to using any other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.</p> <p>G. South African Jurisdiction</p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic</p>

CLAUSE NUMBER	TENDER DATA
	<p>and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him.</p> <p>Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p>H. Amendments to Tender by Employer</p> <p>a) Arithmetical Errors</p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <ul style="list-style-type: none"> i. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. ii. If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. iii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices. <p>b) Imbalance in Tender Rates</p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him, because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him.</p>

CLAUSE NUMBER	TENDER DATA
	The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.



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T2 Returnable documents

• T2.1 LIST OF RETURNABLE DOCUMENTS

A. Documentation to demonstrate eligibility to have tenders evaluated

The mandatory documents as listed in **Clause 4.1 of T1.2 of Tender Data**, properly filled in and signed off by the authorised person must be submitted along with the tender for determining the eligibility of the tender.

Failure to provide these documents will result in the tenderer's proposal not being evaluated.

B. Returnable Schedules required for tender evaluation purposes (refer Eligibility Criteria in clause 4.1 of Tender Data)

Evaluation Schedule 4: Approach Paper

C. Other documents required for tender evaluation purposes except for the returnable schedules documents listed in B, in the preceding section.

1. Record of Addenda to Tender Documents
2. Proposed amendments and qualifications
3. Compulsory declaration
4. Declaration on consultancy, goods and other services or a combination thereof offered to an organ of state and / or municipality
5. Preference Schedule: Broad Based Black Economic Empowerment Status

6. Evaluation Schedule 1: Methodology / Approach
7. Evaluation Schedule 2: Key Personnel Relevant Experience within the Sector
8. Evaluation Schedule 3: Capacity and Competency
9. Evaluation Schedule 4: Skills Transfer

- **T2.2 RETURNABLE SCHEDULES**

1. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

2. Proposed Amendments and Qualifications

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

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

Page	Clause or item	Proposal

Signed

Date

Name

.....

Position

Tenderer

.....

.....

3. Compulsory Declaration

The following particulars must be furnished. In the case of a joint venture, a separate declaration in respect of each partner must be completed and submitted.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>(State Not Registered if not registered for VAT)</i>

Section 4: Central Supplier Database Registration Number

Central Supplier Database Registration number <i>(if applicable)</i>	
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A. VENDOR REGISTRATION

The Contractor shall complete vendor registration forms before the signing of the contract. Such forms shall, as relevant be accompanied by the following documents, where applicable:

- i. Company registration documents, share certificate and joint venture agreements
- ii. Certified copies of the Identity Documents of directors / managing members

- iii. Tax clearance certificate
- iv. VAT registration certificate
- v. B-BBEE Certification and B-BBEE Rating Certificate
- vi. Company letter head
- vii. A cancelled cheque of stamped letter from the bank, verifying the banking details

Vendor registration forms may be obtained from MISA Supply Chain Offices.

Section 5: Particulars of principals

Principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary and cross reference to the relevant section.

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public

- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- Finance Management Act of 1999 (Act No. 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary and cross reference to this section.

Section 7: Record of family member in the service of the state

Family member: a person’s spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- 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 constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary and cross reference to this page.

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

- Yes
- No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary and cross reference to this page)

Section 9: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury’s Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer’s tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed _____ Date _____

Name _____ Position _____

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and

all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct, which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the PFMA of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

4. Declaration on Consultancy, Goods and Other Services or a Combination Thereof Offered to an Organ of State and / or Municipality

The following particulars must be furnished in relation to tenders for organs of state and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no) last 5 years

Attach separate page as necessary and cross reference to this page

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) *(tick one of the boxes):*

- the enterprise **is not** required by law to prepare annual financial statements for auditing
- the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days *(i.e.: all municipal accounts are paid up to date);*

3) source of goods and / or services :

(tick one of the boxes and insert percentages if applicable):

- goods and / or services are sourced only from within the Republic of South Africa
- _____% of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is _____%

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary and cross reference to this page.

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed

Date

.....

Name

Position

.....

Enterprise name

5. Preferencing Schedule: Broad Based Black Economic Empowerment Status (B-BBEEE Status)

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *“Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy:”*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of its B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which its claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is:

- a) a registered auditor’s certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity’s last financial year or a 12-month period which overlaps with its current financial year; or
- b) a certificate issued by a verification agency and which is valid as at the closing date for submissions.

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions.

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% maximum points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	2
Level 7 contributor	4

Level 6 contributor	6
Level 5 contributor	8
Level 4 contributor	12
Level 3 contributor	14
Level 2 contributor	18
Level 1 contributor	20
	0

4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (*tick applicable box*)
 - Generic code of good practice
 - Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

.....

Name:

.....

Duly authorised to sign on behalf of :

Telephone:

Fax: Date:

Name of witness Signature of witness

- Note:** 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

6. Evaluation Schedule 1: Tenderer's Relevant Project Experience (20)

Explanation of how points will be awarded for Relevant Project Experience

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

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

1. Letter of completion or reference letter for completed project in the following: Renewable Energy Studies and Renewable energy integration studies.. This experience must only relate to instance where the tenderer acted as the main/principal consultant..

20 points

- a) 1 project=5 points
- b) 2 projects=10 points
- c) 3 projects=15 points
- d) 4 projects=20points

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

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

Signed

Date

Name

Position

Enterprise name

7. Evaluation Schedule 2: Experience of the key personnel responsible for the management of the project and the project team (65 points)

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

CVs of nominated key personnel should be submitted along with the submission referring to this schedule, preferably, in no more than 3 pages using font Arial regular 10 points having margins at each side no less than 2,54 cm and line spacing 1,50 for each of the proposed key personnel.

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

The scoring of the personnel will be as below: 65 points.

(Team Leader = 20, Support Personnel = 45)

A. Team Leader – 1 [Total 20 points]

Competency Requirements

- Registered Professional Engineer (Electrical) or Technologist (Electrical) with ECSA
- Minimum Qualification National Diploma & Advanced Certificates (NQF 6)
- Minimum experience 10 years after qualifications

1. Qualifications and Professional Registration (ECSA) **10 points**

- a) Diploma in Electrical Engineering = 3 points
- b) Degree (BSc / B Tech in Elec. Engineering) = 6 points
- c) Honours Degree in Elec. Engineering = 8 points
- d) Master's or Doctorate Degree in Elec. Engineering = 10 points

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

2. Years of work experience (after 1st degree graduation) **5 points**

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

3. Projects completed single project in Renewable Energy Studies and Renewable energy integration studies as a Project Leader **5 points**

- a) Below R1 Million = 0 points
- b) R 1 Million to below R 2 Million = 3 points
- c) R 3 Million to below R 5 Million = 4 points
- d) R 5 Million and above = 5 points

B. Support Personnel – 4 [Total 45 points]

The support personnel with the following expertise are required:

- **Electrical Engineer:** Bachelor's Degree in electrical engineering Registered Professional Electrical Engineering or Technologist with 5 years in Renewable Energy. **(15 points)**
- **Town Planner:** Registered as a Professional with SACPLAN with a Bachelor's Degrees in Urban and Regional Planning and a minimum of 5 years post registration experience in spatial planning and land use management, specifically the development of Spatial Development Frameworks) **(15 points)**
- **Economist:** Must have a master's degree in economics or development finance or Finance. Must have a minimum of 5 years' experience in: development finance, energy, financial modelling, conducting economic research studies, policy review and analysis, drafting of business plans and feasibility studies, development of strategies. **(5 points)**
- **Environmental Management Professional:** An Environmental Specialist with a bachelor's degree in Environmental Science or Environmental Management and registration with the South African Council for Natural Scientific Professions

(SACNASP) and a minimum of 5 years post-qualification experience in environmental planning, environmental impact assessments, climate change research. **(10 points)**

Scoring: Each of the professionals will be scored individually on full points as detailed hereunder and each support professional score will be added together for total points for evaluation purposes. The total maximum score for this section for all Support Engineers is **45**.

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

Evaluation of Electrical Engineer

(Total = 15 points)

Qualifications plus professional registration with ECSA 10 points

- a) Diploma (Electrical Engineering) = 3 points
- b) Degree (BSc / B Tech in Electrical Engineering) = 6 points
- c) Honours Degree (as above) = 8 points
- d) Master's or Doctorate Degree (as above) = 10 points

Years of work experience (after 1st degree graduation) 5 points

- e) Below 5 years = 1 points
- f) 5 to below 7 years = 3 points
- g) 7 to below 10 years = 4 points
- h) 10 years and above = 5 points

Evaluation of a Town Planner

(Total = 15 points)

Qualifications and professional registration with SACPLAN 10 points

- a) Bachelor's Degree = 6 point
- b) Honours Degree = 8 points
- c) Master's Degree or above = 10 points

Years of work experience (after 1st degree graduation) 5 points

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

Evaluation of an Economist

(Total = 5 points)

Qualifications in **Economics**

5 points

- | | | |
|--------------------------------|---|----------|
| a) Bachelor of Commerce Degree | = | 1 point |
| b) Honours Degree | = | 3 points |
| c) Master's Degree or above | = | 5 points |

Evaluation of Environmental Management Professional:

Total = (10 points)

Qualifications Plus Professional Registration

5 points

- | | | |
|--|---|----------|
| a) Degree (BSc in Environmental Management | = | 2 points |
| b) Honours Degree (BSc in Environmental Management | = | 4 points |
| c) Master's Degree ((BSc in Environmental Management | = | 5 points |

Years of work experience (after 1st degree graduation)

5 points

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

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

Signed

Date

Name

Position

Enterprise name

9. Evaluation Schedule 3: Methodology/ Approach (15 points)

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

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

The approach paper must contain at least the following:

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

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

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

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

4. Discuss the process of benchmarking with other leading countries during the execution of the study and how this exercise will benefit the project.

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

Evaluating Point	Assessment Criteria	Maximum allocated point(s)
Approach		<u>15 points</u>
Methodology to be adopted	Program knowledge, informative appropriateness of proposed approach and presentation and organogram	5 points
Project implementation schedule/Programme (Listed Activity in the section C3: Scope of Work)	Appropriateness of identified tasks, deliverables, defining milestones and timeliness with interdependencies to ensure delivery of the project on time	5 points
Project implementation Risks and Risk Management proposal	Adequacy of understanding of program risks and appropriateness of mitigation options. Benchmarking	2.5 points
Stakeholder identification and management and reporting	Appropriateness of stakeholders identifications and proposed management process appropriateness of reporting system	2.5 points

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

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

Signed _____ Date _____

Name: _____ Capacity: _____

Name of the Firm: _____



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

Reference no.: **MISA/FS/RE/058/2021/22**

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR
THE FEASIBILITY STUDY TO FOR RENEWABLE ENERGY IN
ALFRED NZO, UGU, HARRY GWALA AND OR TAMBO DISTRICT
MUNICIPALITIES**

Based on

**NEC 3 (2013): Professional Services Contract (PSC): Option
A: Priced Contract with Activity Schedule**



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

Reference no.: **MISA/FS/RE/058/2021/22**

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR THE FEASIBILITY STUDY TO FOR RENEWABLE ENERGY IN ALFRED NZO, UGU, HARRY GWALA AND OR TAMBO DISTRICT MUNICIPALITIES

C1 Agreements and contract data

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

OFFER

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

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT AND EXPENSES, calculated in accordance with the *conditions of contract as detailed hereunder:*

Total Amount: R_____ (in figure), (Rand _____
_____) (in word)

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Consultant* in the conditions of contract identified in the Contract Data.

Signature

Date:

Name

Capacity

**For the
tenderer:**

*(Insert name and address of
organisation)*

Name &
signature
of witness

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer’s Offer. In consideration thereof, the Employer shall pay the Consultant the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer’s Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work

Other documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer’s* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature _____

Date: _____

Name(s) Ntandazo Vimba

Capacity Chief Executive Officer

For the Employer Municipal Infrastructure Support Agent

Schedule of Deviations

1 Subject

 Details

2 Subject

 Details

3 Subject

 Details

4 Subject

 Details

5 Subject

 Details

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

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 the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

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



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

Reference no.: **MISA/FS/RE/058/2021/22**

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR
THE FEASIBILITY STUDY FOR RENEWABLE ENERGY IN ALFRED
NZO, UGU, HARRY GWALA AND OR TAMBO DISTRICT
MUNICIPALITIES**

• **C1.2 CONTRACT DATA**

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

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

Part one - Data provided by the *Employer*

1 General

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

A: Priced contract with activity schedule

Dispute resolution Option

W1: Dispute resolution procedure

And secondary Option

X2: Changes in Law

X10: Employer's Agent

Z: Additional conditions of contract

of the NEC 3

10.1 *The Employer is*
Municipal Infrastructure Services Agent
Physical Address: Letaba House, Riverside Office Park

1303 Heuwel Avenue, Centurion, Pretoria 0046
 Postal Address: Private Bag X105, Centurion 0046
 Telephone: 012 848 5300

11.2(7) The *Scope* is as given in section C3: Scope of works

12.2 The *law of the contract* is the law of the Republic of South Africa

13.1 The *language of this contract* is English

13.3 The *period of reply* is 2 weeks

2 The Parties' main responsibility

22.1 If the *Service Provider* subcontracts work, it should not be more than **25%** of the total value of the contract. Please also refer to 4.13.4

3 Time

30.1 The *starting date* is **14 days** after the date of issuance (exclusive) of the award letter unless otherwise agreed by the Parties.

11.2(2) The *completion date* for the whole of the *services* is **12 calendar months** after the start date.

31.1 The *Service Provider* submits programme with the tender according to the *Scope*, considering the *starting date* and *completion date*, which will be adjusted, if need be, based on proposed duration in the programme through consultation.

5 Payment

50.1 The *assessment interval* is monthly on or before the **20th** day of each successive month.

50.3 The *expenses* stated by the *Employer* are

Item	Amount
<ul style="list-style-type: none"> • printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others, other than general correspondence and minor reports • covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports • maps, models and presentation materials required by the <i>Employer</i> 	market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/Service Providers
<ul style="list-style-type: none"> • Accommodation where the services necessitates that staff identified in Part 2 of the Contract Data to be accommodated in the respective Municipalities identified by the <i>Employer</i> to perform the services authorised by the <i>Employer</i> 	Cost limited to R 1 400 per person per day including bed and breakfast.
<ul style="list-style-type: none"> • Vehicle travel from Identified District corresponding Identified Municipality to perform the services authorised by the <i>Employer</i> 	in accordance with the latest Rates Department of

	Transport Department of Transport
--	-----------------------------------

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

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

6 Compensation events
As per standard NEC3 clause 60.1.

7 Rights to material
No data required for this section of the *conditions of the contract*.

80 Indemnity, insurance and liabilities

80.1 The amounts of insurance and the periods for which the *Service Provider* maintains insurance are as follows:

Event	Cover	The period following Completion of the whole of the works or earlier termination
Risk of design deficiency and or errors for which events Professional Indemnity would cover.	R 1 million in respect of each claim, without limit to the number of claims	Until the end of the <i>defects date</i> .
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the <i>Service Provider</i> deems desirable also	Until the end of the <i>completion date</i> .
All risk contract works	Amount of cover to match contract value	

81.1 The *Employer* provides no insurance cover.

81.2 The *Contractor* provides the certificate(s) from the accredited insurer(s) or broker(s) of South Africa stating that the insurance(s) required by this contract is in force before the signing of the contract arising from the award.

9 Termination and dispute resolution

10 Data for the main Option clause

A Priced contract with activity schedule
No data required for this section of the *conditions of the contract*.

11 Data for Option W1

W1.1	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za),
W1.2(3)	The <i>adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).
W1.4((2)	The <i>tribunal</i> is a reference to a South African Court of Law
12	Data for secondary Option clause(s)
X2	Change in the law
X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X10	Employer's Agent
X10.1	The <i>Employer's Agent</i> is Chief Executive Officer (Or Designated MISA Official) Mr Ntandazo Vimba Physical Address: Letaba House, Riverside Office Park 1303 Heuwel Avenue, Centurion, Pretoria 0046 Postal Address: Private Bag X105, Centurion 0046 Telephone: 012 848 5300
Z	Additional conditions of contract The <i>additional conditions of the contract</i> are
Z1	Tax invoices The Service Provider's invoice. Delete the first sentence of core clause 50.2 and replace with: Invoices submitted by the <i>Service Provider</i> to the <i>Employer</i> include the details stated in the <i>Scope/ Price Schedule</i> to show how the amount due has been assessed, and the details required by the <i>Employer</i> for a valid tax invoice. Delete the first sentence of core clause 51.1 and replace by: The <i>Employer</i> makes each payment within thirty days from the date of receipt (exclusive) of the <i>Service Provider's</i> invoice showing the details, which this contract requires or if a different period is stated in the Contract Data, within the period stated.
Z2	Selection and appointment of the Adjudicator Add the following paragraph to clause W.1.2(1) Within 2 weeks after declaring a dispute and if the <i>Adjudicator</i> was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i> for the Contract. The

Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013.

Z3

Acts or omissions by mandatories

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

Part two - Data provided by the Service Provider

10.1	<p>The <i>Service Provider</i> is (Name):</p> <p>Address</p> <p>Postal address:</p> <p>Tel No.</p> <p>Fax No.</p> <p>Mobile No.</p> <p>Email:</p>												
22.2	<p>The <i>Service Provider's</i> key persons are:</p> <p>1 Name: _____</p> <p>Position in the Project Team: _____</p> <p>Responsibilities: _____</p> <p>Qualifications: _____</p> <p>Physical Address: _____</p> <p style="text-align: right;">Post Code: _____</p> <p>Postal Address: _____</p> <p style="text-align: right;">Post Code: _____</p> <p>Telephone: _____ Fax: _____</p> <p>Mobile: _____ Email: _____</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #cccccc;"> <th style="text-align: center;">Role of key person</th> <th style="text-align: center;">Name of key person</th> </tr> </thead> <tbody> <tr> <td>Team Leader</td> <td></td> </tr> <tr> <td>Electrical Engineer</td> <td></td> </tr> <tr> <td>Town Planner</td> <td></td> </tr> <tr> <td>Economist</td> <td></td> </tr> <tr> <td>Environmental management professional</td> <td></td> </tr> </tbody> </table>	Role of key person	Name of key person	Team Leader		Electrical Engineer		Town Planner		Economist		Environmental management professional	
Role of key person	Name of key person												
Team Leader													
Electrical Engineer													
Town Planner													
Economist													
Environmental management professional													
11.2(25)	<p>The <i>Activity schedule</i> is in the Pricing Data</p>												



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

Reference no.: **MISA/FS/RE/058/2021/22**

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR THE FEASIBILITY STUDY FOR RENEWABLE ENERGY IN ALFRED NZO, UGU, HARRY GWALA AND OR TAMBO DISTRICT MUNICIPALITIES

C2 PRICING DATA

C2.1 PRE-AMBLE OF THE PRICING SCHEDULE

1. Pricing Assumptions forms part of the contract documents and must be read in conjunction with all the other documents comprising the tender documents.
2. The Tenderer has to quote prices against each of the items of price lists (C2.2: Pricing list) covering all services as deemed required for the successful completion of each of the items.
3. The tenderer has to reach a total cost of each of the deliverable (as explained in Section C3: Scope of works) to arrive at the project cost; these costs are inclusive of all activity's costs and VAT. No other costs, under any circumstances, would be payable against accepted completed deliverables.
4. Expenses costs will be paid according to the latest Rates for Reimbursable expenses published on www.publicworks.gov.za. Service Providers will be reimbursable based on actual cost for only for the professionals listed in the Evaluation Schedule 2. All travel shall have to be according to the requirement of the project and approved by the Project Manager prior to actual travel. Travel expenses item in the Activity Schedule include VAT.
5. The tenderer has to submit, together with the tender, details of the quoted total cost using the table given in **Annexure A: Breakdown of Costs of Quoted Price**. Each of the deliverables has to be cost detailing of activities showing personnel input and rate, showing all possible cost inclusive of all taxes (except VAT) to be incurred by the tenderer in executing the project, staff, administration, profit margin, etc. showing rates, quantities and total amount. This is to justify the tenderer's tendered price.
6. The quantities may increase or decrease according to the actual need of the project wherever quantities are provided except those items with 'Lump Sum' units.
7. All items on the Price List must be priced.
8. Tenderers must note that in case of a successful tenderer offering discount, the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.

Reference No. **MISA/FS/RE/058/2021/22**

End User Initial.....

9. The Tenderers may be asked for time-based work on activities identified during the execution of the project in addition to the priced items, which will be deemed necessary by the Project. **The cost of the engagement shall be determined based on the personnel rate given by the Tenderer in arriving at a price for the tender and be paid out of the provisional sum provided in the price schedule.**
10. All rates and sums of money quoted in the 'Price list' shall be in South African Rand and whole cent. Fractions of a cent shall be discarded.
11. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Service Provider. The validity of the Contract shall in no way be affected by differences between the quantities in the Activity Schedule and the quantities certified for payment.
12. Tenderers should take note that payment will be only based on acceptable completed items under a specific deliverable on production of appropriate tax invoice(s). Any payment claimed as part completion of an activity may be considered if the completion of work is acceptable and does not influence the completion of the rest of activities at agreed pro-rata with the Project Manager.
13. Tenderers should submit a cash flow projection for the whole project aligned with implementation schedule for completion of each activity (clause 31,1 of NEC 3, PSC) taking into account the *starting date* and *completion date* (ref: C1.2 Tender data), which will be adjusted at inception with the agreed Project Implementation Plan (PIP).
14. For the purposes of this Schedule of costs the following words shall have the meanings hereby assigned to them:
 - **Unit:** The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
 - **Quantity:** The number of units of work for each item
 - **Rate:** The payment per unit of work at which the Bidder bids to do the work
 - **Amount:** The quantity of an item multiplied by the bid rate of the (same) item
 - **Sum:** An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
 - **Provisional Sum** - is an allowance, usually estimated by the employer, that is inserted into the tender documents for a specific element of the works that is not yet defined in enough detail for tenderers to price. The Prov-Sum is calculated estimate which must not be exceeded.
15. The units of measurement indicated in the Schedule of costs are metric units. The following abbreviations may appear in the Bill of Quantities:

mm = millimetre

m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

C2.2.1 THE PRICING SCHEDULE

Deliverable Number	Description	Unit	Quantity	Rate Rand	Total item Price Rand
DELIVERABLE 1	Inception report and programme	Sum	1		
DELIVERABLE 2	Status Quo	Sum	1		
DELIVERABLE 3	Technical and Feasibility Report 1	Sum	1		
DELIVERABLE 4	Technical and Feasibility Report 2	Sum	1		
DELIVERABLE 5	Contract Closeout	Sum	1		
	Sub Total 1 (Cost of Deliverables)				
	VAT 15%				
	Sub-Total 2				
EXPENSES	Travel, accommodation and other related costs payable based on actual Cost (Vat Incl)	Sum	1		
	Grand Total (Sub-Total 2 + Expenses)				

TOATAL QUOTED PRICE (in word)

_____ to be carried to the Form of Offer.

Signed: Date:

Name: Position:

Enterprise name:

Reference No. **MISA/FS/RE/058/2021/22**

End User Initial.....



Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

Reference no.: **MISA/FS/RE/058/2021/22**

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER/S FOR THE FEASIBILITY STUDY FOR RENEWABLE ENERGY IN ALFRED NZO, UGU, HARRY GWALA AND OR TAMBO DISTRICT MUNICIPALITIES

C 3 Scope of work

C3.1 Background

- 1.1.1 The Alfred Nzo, Ugu, Harry Gwala and OR Tambo District Municipalities in the Eastern Cape and KwaZulu Natal have not seen meaningful renewable energy related development despite the potential the area has for significant renewable energy development. The potential includes its (the region) proximity to the warm coastline which has strong waves, steady onshore, offshore and hinterland wind currents, the many large rivers in a mountainous terrain which indicates hydroelectric energy potential, reasonable solar radiation, and other potential renewable energy sources. These areas are close to grid connections, making it easy to feed the power into South Africa's electricity supply, more specifically areas in the Eastern Cape and KwaZulu Natal.
- 1.1.2 KwaZulu Natal and the Eastern Cape province have been described as the energy hub for the country through renewable, nuclear, liquified natural gas and shale gas potential. The National Infrastructure Plan (NIP) identifies nine Strategic Integrated Projects (SIP) with a footprint in the KwaZulu Natal and Eastern Cape provinces, aimed at supporting economic development and enhancing service delivery. SIP-8 speaks to Green Energy in support of the South African economy, aimed at supporting sustainable green energy initiatives through a diverse range of clean energy options as envisaged in the Integrated Resource Plan (IRP 2010).

1.1.3 As part of the broader strategy to develop the Alfred Nzo, Ugu, Harry Gwala and OR Tambo Region, specifically the development of the new coastal African smart city, there is a need to assess the extent and economic viability of its Renewable Energy (“RE”) resources. The assessment will provide a clear Plan which can support a Renewable Energy Strategy. The proposed Renewable Energy Strategy should provide focused strategic direction to the Municipal Infrastructure Support Agent (MISA) and enable the integration and achievement of economic development by integrating provincial departments, district, and local municipalities.

1.1.4 MISA therefore wishes to commission a feasibility study on the RE opportunities in the Alfred Nzo, Ugu, Harry Gwala and OR Tambo Region within the context of sustainability through renewable energy for the Eastern Seaboard Development.

C3.2 STUDY AREAS

The Eastern Seaboard is located along the 219 km coastal stretch between Port St Johns and Margate. The Eastern Seaboard consists of regional development anchors, rural service centres and dispersed rural settlements across and along the N2 corridor in municipalities within KwaZulu-Natal to the Eastern Cape province mainly by the road network. There is currently no city and there is limited physical and ICT infrastructure as well as economic development. The area is endowed with natural resources spanning across multiple administrative boundaries and lies between two (2) provinces, the Eastern Cape and KwaZulu-Natal. The study area is shown on figure 1 below.

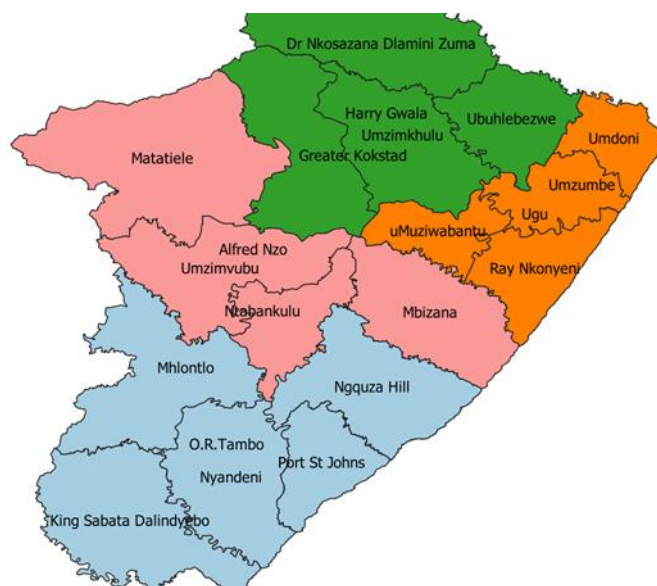


Figure 1: Study area for the renewable energy sources

C3.3 OBJECTIVE OF THE STUDY

The objective of this study is to assess the renewable energy potential in the Alfred Nzo, Ugu, Harry Gwala and OR Tambo District Municipalities. This study will assist in laying the foundation for clean and renewable energy-led economic development undertaken through a structured and systematic evaluation and development of projects without compromising the environment.

The Alfred Nzo, Ugu, Harry Gwala and OR Tambo Region Renewable Energy Plan should be informed and guided by RE resource assessment including the Provincial Developmental strategies (PGDSs), the Provincial Spatial Development Frameworks (PSDFs) and other national and provincial legislation, policies, priorities and plans if it is to contribute meaningfully to growth and development, of not only the region but the country as a whole.

C3.4 OUTCOMES TO BE ACHIEVED

- The outcome of the feasibility study is the development of a detailed plan (detailed report) that will give a clear indication of what is possible and provide a guide for developing the regions renewable energy resource potential in a sustainable manner and within legal and regulatory framework.
- A Renewable Energy resource assessment (solar, wind [land and offshore], hydro, biomass and geothermal energy) based on desktop review of the most relevant and recent resource information in the region.
- Scoping level techno-economic; environmental and legal assessment of different renewable energy options.
- The assessment and confirmation of existing and potential renewable energy sources in the area.
- A renewable energy strategy that will be used for the selection of potential energy resource, technology readiness and commercialization, power evacuation requirements, cost of electricity, environmental and social considerations.
- Assessment of the economic impact of the interventions and the identification of industries and services that may leverage from the RE development (e.g. agriculture through agriculture PV).
- Tailoring a solution for the Eastern Cape and KwaZulu Natal renewable energy development based on the available and viable RE resources; more appropriately responding to national objectives, policy environment, market structure, technology developments, demand, and supply.

C3.5 OVERVIEW OF THE SCOPE OF WORK

Professional Service Providers will be appointed and will be required to develop a comprehensive study on the possible renewable energy (RE) resources in the Alfred Nzo, Ugu, Harry Gwala and OR Tambo District Municipalities. This is aimed at developing an economically viable renewable energy plan. The project approach is to gather all relevant information relating to possible RE resources, where information is not available the service provider is expected to undertake the work.

The assessment should also consider the available quantity of such RE resource consider the and other factors to provide scoping level accuracy, cost of production, or at least such that the top 6 renewable energy options can be differentiated /resolved with certainty.

The following are seen as minimum to the contents of the report, the sequence is not prescribed:

- ✓ Executive summary
- ✓ Status quo (Dx network, Tx networks, demand, customers, electrification etc)
- ✓ The Spatial Development Perspective in line with the national initiatives that target areas for growth and development.
- ✓ Evaluation of Political, Economic, Social, Technological, Environmental and Legislative components
- ✓ Renewable Energy scenarios that can be followed to foster green energy in the area
- ✓ Assumptions concerns and risks
- ✓ Stakeholder engagement reports
- ✓ Techno-economic Evaluation method statement
- ✓ Scorecard of the various options used for the evaluation / prioritisation of options
- ✓ Eliminated options
- ✓ Analysis and Modelling (placement of bulk services, upgrades, expansions etc)
- ✓ Financial viability and Cost benefit
- ✓ Business case analysis using suitable business case model such and Net Present Value (NPV) and Least life cycle Cost (LLCC) and Levelized cost of Cost of Energy (LCOE) for selected options
- ✓ Environmental Constraints Framework (EBF)
- ✓ Scope of work for prefeasibility studies for each option

- ✓ Assessment of Environmental and Socio-Economic Cost and Benefit
- ✓ Capital plan (short, medium and long-term plans)
- ✓ Conclusions and recommendations
- ✓ Identification of gaps in information required to fully differentiate options
- ✓ References

C3.6 DRAW COMPARISON WITH INTERNATIONAL STANDARDS

A benchmarking exercise with leading countries will be conducted while the project is ongoing to ascertain the level at which the Renewable Energy Feasibility Study being conducted can be implemented. The appointed service provider will recommend countries that such study and implementation thereof will be benchmarking against.

C3.7 DELIVERABLES

The feasibility study is effectively divided into **five** deliverables phases/reports as summarised below.

- a) **Deliverable - Phase 1 - Inception Report and Programme** - This Report must give a clear, concise and final project plan/programme for the study. Inception document describing the methodology and outline a draft table of contents for the final report. The inception report must also provide details of all stakeholders/industry participants that shall be consulted for execution of the study.
- b) **Phase 2 - Scoping and Planning Report**
The initial planning phase for a technical feasibility study where the need is identified, and all the relevant background information is documented and assessed.
- c) **Phase 3 - Technical feasibility report 1.** This report describes the proposed RE available options, option eliminations, analysis and modelling, cost benefits and environmental considerations
- d) **Phase 4 - Technical feasibility report 2.** This is a continuation of the interim report 1 with detailed capital plan proposal, assessments, skills transfer and international benchmarking.
- e) **Phase 5: Final and closeout Report**

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

f) Requirements for deliverables, reports and phases.

The table below details the requirements per deliverable/report:

Delivery No	Phases/Reports/Deliverables	Delivery/Report Topics Description
1	Phase1: Inception Report and Programme	This Report must give a clear, concise and final project plan/programme for the study. Inception document describing the methodology and outline a draft table of contents for the final report. The inception report must also provide details of all stakeholders/industry participants that shall be consulted for execution of the study.
2	Phase 2: Scoping and Planning	Status Quo
		PESTEL Components
		Demand Requirements
		Renewable Energy options and Scenarios
		Evaluation method statement
		Stakeholder Engagement Report
3	Phase 3: Technical and Feasibility Report 1	Elimination of options
		Assumptions and risks
		Analysis and Modelling
		Scope of work for prefeasibility studies for viable options
		Financial Viability and cost benefit
		Environmental Framework
4	Phase 4: Technical and Feasibility Report 2	Assessment of Environmental and Socio-Economic Cost and Benefits
		Capital plan (short, medium and long-term plans)
		International Benchmarking
		Skills Transfer plan
		References
5	Phase 5: Final Report and Closeout	This is a final feasibility report covering all requirements of this feasibility study approved by all relevant stakeholders. Handing over of all related files

C3.8 TIME FRAME

MISA expects the finalised copy of this feasibility study to be completed within **12 months** from the start date.

C3.9 REPORTING

The PSP shall submit monthly reports based on the deliverables. These reports will be reviewed by the Project Steering Committee comprising of MISA, Eastern Seaboard National Project steering committee (NDSC) and Department of Minerals and Energy.

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

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

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

3.9.1 Monitoring and Evaluation

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

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

3.9.2 Programme Assumptions and Risk

3.9.2.1 Programme Assumptions

The intended success of the project is found on the assumptions that certain conditions will exist and these assumptions are not limited to the following;

- MISA will provide leadership and co-ordinate management functions to ensure that collaboration and integration processes and requirements are stream-lined across the different spheres of government.

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

A. Assumptions

Number of working hours per day = 8 hours;

Number of working days per year = 230 days; and

Full Time Equivalent (FTE) over 12 months = 230 days.

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

Position Name of Resources in the proposed project Team	Hourly Rate <i>(inclusive of all cost, except VAT)</i> (Rand)	Daily Rate <i>(inclusive of all cost, except VAT)</i> (Rand)	Total Person days over 12 months	FTE over 12 months <i>(in number of person)</i>	Total cost per person (Rand)
Team Leader:					
Electrical Engineer					
Town Planner					
Environmental Specialist					
Geographic Information Systems Specialist					
				Sub-Total 1	
				Disbursements	
				Sub-Total 2	
				VAT @ 15%	
				Grand Total	

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

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 12 months	Commitment % of resource	Equivalent person Days	Daily Rate <i>(inclusive of all cost, except VAT)</i> (Rand)	Total cost per person <i>(inclusive of all cost, except VAT)</i> (Rand)
DELIVERABLE 1: INCEPTION REPORT AND PROGRAMME						
ACTIVITY ___:	Team Leader:					
	Electrical Engineer					
	Economist					
	Town Planner					
	Environmental Specialist					
DELIVERABLE 1 TOTAL						
DELIVERABLE 2: SCOPING AND PLANNING EXECUTION						
ACTIVITY ___:	Team Leader:					
	Electrical Engineer					
	Economist					
	Town Planner					
	Environmental Specialist					
DELIVERABLE 2 TOTAL						
DELIVERABLE 3: TECHNICAL AND FEASIBILITY REPORT 1						
ACTIVITY ___:	Team Leader:					
	Electrical Engineer					
	Town Planner					
	Economist					
	Environmental Specialist					

Deliverable and Activity Number & Description	Position Name of Resources in the proposed project Team	Duration of Activity over 12 months	Commitment % of resource	Equivalent person Days	Daily Rate (inclusive of all cost, except VAT) (Rand)	Total cost per person (inclusive of all cost, except VAT) (Rand)
DELIVERABLE 3 TOTAL						
DELIVERABLE 4: TECHNICAL AND FEASIBILITY REPORT 1						
ACTIVITY ___:	Team Leader:					
	Electrical Engineer					
	Town Planner					
	Economist					
	Environmental Specialist					
DELIVERABLE 4 TOTAL						
DELIVERABLE 5: FINAL REPORT AND CLOSE-OUT						
ACTIVITY ___:	Team Leader:					
	Electrical Engineer					
	Town Planner					
	Economist					
	Environmental Specialist					
DELIVERABLE 5 TOTAL						
DELIVERABLES TOTAL {SUMMATION (DELIVERABLE 1 TO DELIVERABLE 5)}						
EXPENSES TOTAL						
TOTAL Cost						
VAT @ 15%						

