


<b>TENDER NO.39C/2022/23</b>		 <b>CITY OF CAPE TOWN</b> <b>ISIXEKO SASEKAPA</b> <b>STAD KAAPSTAD</b>	
SCM - 515	Approved by Branch Manager: 03/04/2020	Version: 4	Page 1 of 32

# CONTRACT DOCUMENT

## FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

### VOLUME 1: TENDERING PROCEDURES

#### NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 36** of this document
- Table 1: Tender Preference Claim (B-BBEE contribution) is on **page 92** of this document.

<b>ISSUED BY:</b>  <b>DIRECTOR: ENERGY</b> <b>DEPARTMENT: SUSTAINABLE</b> <b>ENERGY MARKETS</b> <b>CITY OF CAPE TOWN</b> Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001	<b>For official use.</b>
	<b>TENDER SERIAL No.:</b>
	<b>SIGNATURES OF CITY OFFICIALS</b> <b>AT TENDER OPENING</b>
	1.
	2.
	3.

JULY 2022

<b>NAME OF TENDERING ENTITY</b>	
<b>EMAIL ADDRESS OF TENDERING ENTITY</b>	
<b>FAX NUMBER OF TENDERING ENTITY</b>	
<b>NATURE OF TENDER OFFER</b> (please indicate below)	
<b>Main Offer</b> (see clause C.2.12)	
<b>Alternative Offer</b> (see clause C.2.12)	

CITY OF CAPE TOWN

ENERGY: SUSTAINABLE ENERGY MARKETS

CONTRACT NO. 39C/2022/23

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS.

## General Tender Information

TENDER ADVERTISED	:	22 July 2022
NON-COMPULSORY CLARIFICATION MEETING	:	10h00 on 4 August 2022 (Not compulsory but strongly recommended)
VENUE FOR CLARIFICATION MEETING	:	Skype Meeting – refer to page 3 for the link to the Meeting
CLOSING DATE	:	26 August 2022
CLOSING TIME	:	10h00
TENDER BOX & ADDRESS	:	<b>Tender Box 160</b> at the <b>Tender &amp; Quotation Box Office</b> , 2 <sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX	:	<p>The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.</p> <p>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.</p>

**TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’**

## PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

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## Part T1: Tendering procedures

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CITY OF CAPE TOWN

ENERGY: SUSTAINABLE ENERGY MARKETS

CONTRACT NO. 39C/2022/23

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

## T1.1 Tender Notice and Invitation to Tender

The CITY OF CAPE TOWN, Director: ENERGY, SUSTAINABLE ENERGY MARKETS, invites tenders for Tender No. 39C/2022/23: Provision of Professional Services in respect of the Preparation and Implementation of Embedded Generation and Energy Efficiency Projects.

Tenderers must be registered on Supplier Databases as described in the tender conditions.

Tenderers who are not registered on these Supplier Databases are not precluded from submitting tenders, but must however be registered upon being requested to do so in writing and within the period contained in such a request.

Preferences are offered to tenderers who tender in accordance with the Preferential Procurement Regulations, 2017.

The physical address for collection of tender documents is:

**Tender Distribution Office**, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

Documents may be collected during working hours between 08:30 –15:00 from **22 July 2022**.

A non-refundable tender fee of R250.00 is required on collection of the tender document by cash or EFT.

Queries relating to any issues in these documents may be addressed to Mr S Mpata, Tel No. 021 400 3155, e-mail SinethembaErnest.Mpata@capetown.gov.za

A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held on **4 August 2022 at 10h00** online via Skype.

The closing time for receipt of tenders is **10h00 on 26 August 2022**.

Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that has been issued. Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer upon request, may be submitted as stated in the Tender Data.

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

<https://meet.capetown.gov.za/marlyn.hendricks/9JTM8DH7>

Trouble Joining? [Try Skype Web App](#)

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**CITY OF CAPE TOWN**

**ENERGY DIRECTORATE**

**CONTRACT NO. 39C/2022/23**

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND  
IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS**

**LOCALITY PLAN – SITE VISIT/CLARIFICATION MEETING VENUE**

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

## T1.2 Tender Data

The conditions of tender are the 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

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

Clause number	Tender Data
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<b>C.1</b>	<b>General</b>
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C.1.1	<b>Actions</b>
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C.1.1.1	<i>Add the following:</i>
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The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy.

The Employer is the City of Cape Town, represented by the Director: ENERGY: SUSTAINABLE ENERGY MARKETS.

In addition to the above, the following further documents are part of the tender:

**VOLUME 4** The **Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)** as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria, Tel. (012) 343 7136 or (012) 481 9030, Fax: (012) 343 7153, e-mail: [cidb@cidb.org.za](mailto:cidb@cidb.org.za).

**VOLUME 5** The relevant sections as described in the Scope of Services of the **Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015** as gazetted in Government Gazette No. 39480, 4 December 2015.

and

The **Amended Landscape Architectural Work Stages – January 2011**, published by the South African Council for the Landscape Architectural Profession (available on their website [www.saclap.co.za](http://www.saclap.co.za)).

Volumes 4 and 5 may be inspected, by appointment, at the offices of the Employer during normal office hours.

C.1.4

**Communication and employer's agent**

*Delete the first sentence of the clause and replace with the following:*

Verbal or any other form of communication, from the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its Director: Supply Chain Management or his nominee.

(The Employer's agent is:

Name: Mr M Hendricks (SPO: Sustainable Energy Markets – Directorate: Energy.  
Address: City of Cape Town  
Electricity Head Office  
Bloemhof  
Bellville, 7530  
Tel: 021 400 3981  
E-mail: [marlyn.hendricks@capetown.gov.za](mailto:marlyn.hendricks@capetown.gov.za)]



- C.1.5 **Cancellation and Re-Invitation of Tenders**  
*Delete the fulstop at the end of C.1.5.1 dd) and replace with ,*  
*Add the following after C.1.5.1 d):*  
 e) the parties are unable to negotiate market related pricing.
- C.1.6.2 **Competitive negotiation procedure**  
*Add the following to C.1.6.2.1:*  
 A competitive negotiation procedure will be followed.
- C.1.6.3 **Proposal procedure using the two-stage system**  
*Add the following between C.1.6.3 and C.1.6.3.1:*  
 A two-stage system will not be followed.
- Add the following after C.1.6.3.2.2*
- C.1.6.4 **Nomination of Alternative Bidder**  
 Alternative Bidder means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.
- C.1.6.5 **Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**
- C.1.6.5.1 **Disputes, objections, complaints and queries**  
 In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):  
 a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- C.1.6.5.2 **Appeals**  
 a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.  
 b) An appeal must contain the following:  
 i) Must be in writing  
 ii) It must set out the reasons for the appeal  
 iii) It must state in which way the Appellant's rights were affected by the decision;  
 iv) It must state the remedy sought; and  
 v) It must be accompanied with a copy of the notification advising the person of the decision  
 c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.
- C.1.6.5.3 **Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**  
 The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.
- C.1.6.5.4 All requests referring to sub clauses C.1.6.4.1 and C.1.6.4.2 must be submitted in writing to:  
**The City Manager** - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services ce Directorate  
**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001  
**Via post at:** Private Bag X918, Cape Town, 8000  
**Via fax at:** 021 400 5963 or 021 400 5830  
**Via email at:** [MSA.Appeals@capetown.gov.za](mailto:MSA.Appeals@capetown.gov.za)

C.1.6.5.5 All requests referring to clause C.1.6.4.3 must be submitted in writing to:  
**The City Manager** - C/o the Manager: Access to Information Unit, Corporate Services Directorate  
**Via hand delivery at:** 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001  
**Via post at:** Private Bag X918, Cape Town, 8000  
**Via fax at:** 086 202 9982  
**Via email at:** [Access2info.Act@capetown.gov.za](mailto:Access2info.Act@capetown.gov.za)

C.1.7 **City of Cape Town Supplier Database Registration**  
Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website [www.capetown.gov.za](http://www.capetown.gov.za) (follow the Supply Chain Management link to Supplier registration).

C.1.8 **National Treasury Web Based Central Supplier Database (CSD) Registration**  
Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

## C.2 Tenderer's obligations

### C.2.1 Eligibility

#### C.2.1.1 *Delete the clause and replace with the following:*

Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

#### C.2.1.3 *Add the following after C.2.1.2:*

Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

#### C.2.1.4 Only those tenders that satisfy the following criteria will be declared responsive:

##### C.2.1.4.1 **Compliance with requirements of CCT SCM Policy and procedures**

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Compulsory Enterprise Questionnaire** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided;
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- e) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- h) The tenderer's tax matters with SARS are in order or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the Employer whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the SCM Policy.

##### C.2.1.4.2 **Key personnel**

In order to be declared responsive, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from a specialist consultant/firm having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the schedule 11 titled **Key Personnel**, Part T2.2: Returnable Schedules.

Unless otherwise indicated below different individuals must be identified for each of the key personnel listed below and on the schedule titled **Key Personnel**.

Service	Personnel Requirements	Minimum Number of personnel required
Environmental Assessment Practitioner (EAP)	The required personnel must be registered EAP with the Environmental Assessment Practitioners Association of South Africa (EAPASA).	1
Town Planner	The required personnel must be a professional Town Planner ( <b>Pr. Pln</b> ) registered with the South African Council for Planners (SACPLAN)	1
Geotechnical Engineering	The required personnel must be a professional Geotechnical Engineer / Technologist ( <b>Pr. Eng / Pr. Tech Eng</b> ) registered with the Engineering Council of South Africa (ECSA).	1
Civil Engineering Services	The required personnel must be a professional Civil Engineer / Technologist ( <b>Pr. Eng / Pr. Tech Eng</b> ) registered with the Engineering Council of South Africa (ECSA).	1
Electrical Engineering	The required personnel must be a professional Electrical Engineer / Technologist ( <b>Pr. Eng / Pr. Tech Eng</b> ) registered with the Engineering Council of South Africa (ECSA).	1
Structural Engineering	The required personnel must be a professional Engineer / Technologist ( <b>Pr. Eng / Pr. Tech Eng</b> ) registered with the Engineering Council of South Africa (ECSA) and capable of acting as the Approved Competent Person in terms of regulation A19 of the National Building Regulations and Building Standards Act, 1977.	1
Mechanical Engineering	The required personnel must be a professional Mechanical Engineer / Technologist ( <b>Pr. Eng / Pr. Eng Tech</b> ) registered with the Engineering Council of South Africa (ECSA)	1

Key personnel who must be registered with their professional Councils, (i.e. EAPASA, ECSA, SACPLAN) are as indicated above. The professional registration numbers of the key personnel must be indicated on the schedule 11 titled **Key Personnel**, Part T2.2: Returnable Schedules. The *curriculum vitae* and *Registration Certificate* of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to this Schedule.

Should tenderer be awarded the contract only then would the tenderer be required to show that key personnel will operate out of a local office, as the exigencies of the project require.

#### C.2.1.4.3 **Support resources**

In order to be considered responsive, bidders are required to list all support resources that are envisaged to be used in order to undertake and complete the scope of works as indicated in this tender.

Tenderers should note that, during the course of the contract arising from this tender, any of the personnel listed at tender stage may only be replaced with personnel of similar qualification and experience, subject to the approval of the employer.

Details of the software package(s) that will be used must be indicated on the schedule 12 titled **Support Resources**, Part T2.2: Returnable Schedules

#### C.2.1.4.4 **Professional indemnity insurance**

In order to be declared responsive, the tenderer must hold valid Professional Indemnity (PI) insurance providing cover in an amount of not less than R20 000 000 in respect of each and every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should

he/she be awarded the contract, must be submitted with the tender, appended to the schedule titled **Professional Indemnity Insurance**.

Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.

**C.2.1.4.5 Track record of tenderer**

**NOT APPLICABLE TO THIS TENDER**

**C.2.1.4.6 Minimum score for quality**

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for quality as stated below.

The description of the quality criteria and the maximum possible score for each is shown in the table below. The score achieved for quality will be the sum of the scores achieved for the individual criteria

Description of quality criteria	Evaluation Criteria	Maximum Score possible	Weighting
<b>Track Record and Experience of Company, Consortium or Joint Venture</b>			
Completed Environmental Authorisations (EA) for Embedded Generation (EG) projects, where a full scoping and Environmental Impact Assessment process followed.  <b>SCHEDULE 14A TO BE COMPLETED</b>	<ul style="list-style-type: none"> <li>5 or more EA – were completed – 5 points</li> <li>4 EAs were completed – 4 points</li> <li>3 EAs were completed – 3 points</li> <li>2 EAs were completed – 2 points</li> <li>Less than 2 EA were completed – 0 points</li> </ul>	5	21%
Provided consulting services related to engineering, procurement and construction of EG plants with an output of at least 5MW or greater.  <b>SCHEDULE 14B TO BE COMPLETED</b>	<ul style="list-style-type: none"> <li>5 or more EG projects completed – 5 points</li> <li>4 EG projects completed – 4 points</li> <li>3 EG projects completed – 3 points</li> <li>2 EG projects completed – 2 points</li> <li>Less than 2 EG projects completed – 0 points</li> </ul>	5	22%
Provided consulting services for the implementation of wastewater ammonia and/or aeration control systems.  <b>SCHEDULE 14C TO BE COMPLETED</b>	<ul style="list-style-type: none"> <li>3 or more implemented – 3 points</li> <li>2 implemented – 2 points</li> <li>1 implemented – 1 point</li> <li>None implemented – 0 points</li> </ul>	3	10%

<p>Provided consulting services for the design, installation and commissioning of chilled water systems as part of heating, ventilation and air conditioning (HVAC) projects for commercial facilities.</p> <p><b>SCHEDULE 14D TO BE COMPLETED</b></p>	<ul style="list-style-type: none"> <li>• 3 or more projects completed – 3 points</li> <li>• 2 projects completed – 2 points</li> <li>• 1 projects completed – 1 point</li> <li>• No projects completed – 0 points</li> </ul>	3	10%
<p>Provided consulting services for analysis, designs, installation and inspection as per SANS10225 for the retrofitting of energy efficient lighting projects for building structures, high masts/sports and recreation facility lighting structures.</p> <p><b>SCHEDULE 14E TO BE COMPLETED</b></p>	<ul style="list-style-type: none"> <li>• 3 or more projects completed – 3 points</li> <li>• 2 projects completed – 2 points</li> <li>• 1 project completed – 1 point</li> <li>• No projects completed – 0 points</li> </ul>	3	12%
<p>Provided consulting services for the design, installation and commissioning of projects in the retrofitting of energy efficient <b>pumps</b> and their associated control systems for water supply and wastewater treatment works.</p> <p><b>SCHEDULE 14F TO BE COMPLETED</b></p>	<ul style="list-style-type: none"> <li>• 3 or more projects completed – 3 points</li> <li>• 2 projects completed – 2 points</li> <li>• 1 project completed – 1 point</li> <li>• No projects completed – 0 points</li> </ul>	3	10%
<p>Provided consulting services for the design, installation and commissioning of projects in the retrofitting of energy efficient <b>blowers</b> and their associated control systems for wastewater treatment works.</p> <p><b>SCHEDULE 14G TO BE COMPLETED</b></p>	<ul style="list-style-type: none"> <li>• 3 or more projects completed – 3 points</li> <li>• 2 projects completed – 2 points</li> <li>• 1 project completed – 1 point</li> <li>• No projects completed – 0 points</li> </ul>	3	10%
<p>ISO 9001: 2015 Certification</p> <p><b>SCHEDULE 16 TO BE COMPLETED</b></p>	<ul style="list-style-type: none"> <li>• Valid certificate – 5 points</li> <li>• Recertification in progress – 2 point</li> <li>• No Valid Certification – 0 point</li> </ul>	5	5%
<b>Maximum possible score</b>		<b>30</b>	<b>100%</b>

The minimum score for quality is **70%**. Tenderers that fail to achieve the minimum score for quality will be declared as non-responsive.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to the schedule titled **Certificate of Authority for Joint Ventures**).

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of quality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the quality criteria is given below:

Tenderers must list, on the schedule titled **FUNCTIONALITY CRITERIA** , all projects that have been completed. Up to 30 score points will be awarded according to the number and nature of projects listed.

Completed refers to the actual EA issued by competent authority and/or for EG, ESS and EE projects completed refer to, in operation and/or completion certificate signed by client(s).

Consulting services refers to ECSA six (6) stages as described in the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000

The total (cumulative) completed EA, EG, ESS and EE projects of all parties in a Consortium or Joint Venture will be considered. In instances where the same project is cited by different members of the JV, only one EA, EG, ESS and EE project per JV will be considered towards the scoring.

C.2.1.4.7      **Pre-qualification criteria for preferential procurement**

**NOT APPLICABLE TO THIS TENDER**

C.2.1.4.7      **Compulsory clarification meeting**

**NOT APPLICABLE TO THIS TENDER**

C.2.7

#### **Clarification meeting**

*Add the following after the second sentence:*

The arrangements for the site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

C.2.8

#### **Seek Clarification**

*Add the following after the first sentence:*

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

C.2.11

#### **Alterations to documents**

*Delete the first sentence and replace with the following:*

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer in writing, or necessary to correct errors made by the tenderer.

C.2.12

#### **Alternative tender offers**

C.2.12.1

*Add the following to C.2.12.1 at the end of the first sentence:*

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

- a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
- b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
- c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
- d) details of any proposed amendments to the Pricing Assumptions

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender -offer is higher than the ranking of the next ranked acceptable main tender offer.

The Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, taken into account in considering the alternative offer.

The Employer will not be bound to consider alternative tenders and shall have sole discretion in this regard.



In the event that the alternative is accepted, the Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

C.2.13

**Submitting a tender offer**

*Add the following to C.2.13.1 at the end of the first sentence:*

C.2.13.1

Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

F.2.13.3

*Add the following to C.2.13.3:*

1 (One) copy(ies) of the following elements of the bid submission (please refer to **Contents (Volume 3)**) must be submitted separately bound in the same envelope where possible (see C.2.13.5):

Number	Heading
T2.2	Returnable Schedules
C2.2	Activity Schedule
	All other attachments submitted by bidder

C.2.13.5

*Delete the clause and replace with the following*

C.2.13.5

The tender submission details are all described on the General Tender Information page. If it is not possible to submit the original tender and the required copies (see C.2.13.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

*Add the following to C.2.13.6:*

C.2.13.6

A two-envelope procedure will **not** be followed.

*Add the following sub-clause after C.2.13.9:*

C.2.13.10

By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

C.2.13.11

The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents, or elements thereof, may be made available to the tenderer at the Employer's discretion, upon written request in terms of this clause, subject to the following:

- Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
- The electronic version shall not be regarded as a substitute for the issued tender documents.
- The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.
- Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

	<b>Closing time</b>
	<i>Add the following to C.2.15.1 after the first sentence:</i>
C.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
	<b>Tender offer validity</b>
	<i>Add the following to C.2.16.1 after the first sentence:</i>
C.2.16.1	The tender offer validity period is <b>12 weeks (84 days)</b> .
	<i>Delete the clause and replace with the following:</i>
C.2.16.2	Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.
C.2.17	<b>Clarification of tender offer after submission</b>
	<i>Add the following to C.2.17 at the end of the third sentence:</i>
	A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.
C.2.18	<b>Provide other material</b>
	<i>Delete the following word in C.2.18.1:</i>
C.2.18.1	notarized
	<i>Add the following to C.2.18.1 at the end of the first paragraph:</i>
C.2.18.1	Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT <b>exceeds R 10 million:</b>
	<ul style="list-style-type: none"> <li>a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;</li> <li>b) a certificate signed by the tenderer certifying that the tenderer has 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;</li> <li>c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;</li> <li>d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.</li> </ul>
	Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.
	<i>Add the following after C.2.18.2:</i>
C.2.18.3	Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.
	Failure to fully cooperate could result in a tender being declared as non-responsive.
C.2.18.4	<b>Compliance with Occupational Health and Safety Act, 85 of 1993</b>
	Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.
	In this regard the Tenderer shall submit with his tender or upon request, appended to the schedule titled <b>Health and Safety Plan</b> in T2.2: Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.

C.2.23

**Certificates**

*Add the following after the first sentence:*

The tenderer is required to submit the following:

C.2.23.1

**Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause C.2.1.4.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

C.2.23.2

**Broad-Based Black Economic Empowerment Status Level Documentation** In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector**.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

*Add the follow new clause after C.2.23.2*

C.2.24

**Proposed Deviations and Qualifications**

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accept that the Employer will examine such deviations in terms of clause C.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

## **C.3 The Employer's undertakings**

### **C.3.2 Issue Addenda**

*Delete the first sentence and replace with:*

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances

*Add the following to C.3.2 at the end of the paragraph:*

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

### **C.3.4 Opening of tender submissions**

*Add the following to C.3.4.2 at the end of the paragraph:*

The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

### **C.3.8 Test for responsiveness**

#### **C.3.8.2 *Replace the final sentence of C.3.8.2 with the following:***

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation.

*Add the following after clause C.3.8.2*

#### **C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.**

### **C.3.9 Arithmetical errors, omissions and discrepancies**

*Add the following after clause C.3.9.2*

#### **C.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, 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 lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.**

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 tender offer in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

### **C.3.10 Clarification of a tender offer**

*Delete the clause and replace with the following:*

#### **C.3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.**

C.3.11 **Evaluation of tender offers**

*Add the following after clause C.3.11.1*

C.3.11.2 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

C.3.11.3 The tender will be evaluated in terms of the requirements of the Preferential Procurement Regulations of 2017 as follows:

C.3.11.3.1 The preference point system applicable to this tender is the 80/20 preference point system.

C.3.11.3.2 Price, preference and functionality will be scored, as relevant, to two decimal places.

C.3.11.3.3 Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Points will be awarded to tenderers who are eligible for preferences in terms of the **Preference Schedule** (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of the **Preference Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

In addition, the various deemed B-BBEE Status Level of Contributor in accordance with the relevant Codes can be attained and such tenderers must be awarded the appropriate number of points.

It should be noted that such Deemed B-BBEE Status Level of Contribution can be enhanced or discounted in accordance with the relevant clauses in the applicable Codes.

**For the purposes of this tender, the rates entered into C2.2 Activity Schedule pricing data will be added together per year to obtain a total price for the 3 years, which will be used to determine highest and lowest total prices.**

C.3.11.4 **Risk Analysis**

Notwithstanding compliance the requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts with the Employer in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13 ).

C.3.13 **Acceptance of tender offer**

*Delete first sentence of C.3.13 and replace with the following):*

Accept the tender offer, if in the opinion of the employer, it does not present any material risk and only if the tenderer:

*Delete C.3.13 a) and replace with the following):*

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,

]

*Add the following below C.3.13 f)*

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

[ ]

C.3.13.1 The Employer reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

C.3.13.2 The Employer reserves the right to nominate an alternative bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

C.3.13.3 The Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.

[ ]

C.3.13.4 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

[ ]

C.3.17 **Provide copies of the contract**

*Add the following after the first sentence:*

The number of paper copies of the signed contract to be provided by the Employer is one.

[ ]

C.3.19 *Add the following after C.3.19*

C.3.20 **Negotiations with preferred tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

[ ]

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

[ ]

Minutes of any such negotiations shall be kept for record purposes.

[ ]

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

[ ]

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

## **Annex C**

(normative)

### **Standard Conditions of Tender**

#### **C.1 General**

##### **C.1.1 Actions**

**C.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, imeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**C.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note:*

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

**C.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

##### **C.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

##### **C.1.3 Interpretation**

**C.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**C.1.3.2** These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

**C.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her [duties impartially](#);
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

## **C.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

## **C.1.5 Cancellation and Re-Invitation of Tenders**

**C.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

**C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

**C.1.5.3** An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

## **C.1.6 Procurement procedures**

### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 tenderer who scores the highest number of tender adjudication.

The Employer intends to appoint a "Winner" and a "Standby Supplier" to provide services as described in Volume 3, Scope of Works. If insufficient responsive bids are received, the Employer reserves the not to appoint a "Winner" and/or a "Standby Supplier" tenderer at all.



Should the "Winner" indicate that they are unable to execute additional, simultaneous Works Projects, as they are developed, the Employer can choose to award additional Works Projects to the "Standby Supplier" as required. Similarly, should it be considered, in the Employer's opinion, that "Winner" tenderer resources are not sufficient to undertake more than one Works Project simultaneously, the Employer can elect to offer the additional Works Projects to the "Standby Supplier" as the exigencies of the contract require.

The contract period shall be for a period of 36 months from the commencement date of the contract.

### **C.1.6.2 Competitive negotiation procedure**

**C.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**C.1.6.2.2** All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**C.1.6.2.4** The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **C.1.6.3.2 Option 2**

**C.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**C.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

**C.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**C.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

## **C.2.2 Cost of tendering**

**C.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

## **C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

## **C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

## **C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

## **C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

## **C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

## **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

## **C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

## **C.2.10 Pricing the tender offer**

**C.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

**C.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

## **C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

## **C.2.12 Alternative tender offers**

**C.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**C.2.12.2** Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

**C.2.12.3** An alternative tender offer must only be considered if the main tender offer is the winning tender.

## **C.2.13 Submitting a tender offer**

**C.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**C.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address.

**C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer’s address and identification details as stated in the tender data.

**C.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

## **C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

## **C.2.15 Closing time**

**C.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**C.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

## **C.2.16 Tender offer validity**

**C.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**C.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**C.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

**C.2.16.4** Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.

## **C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

## **C.2.18 Provide other material**

**C.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**C.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

## **C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

## **C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

## **C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

## **C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

## **C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **C.3 The employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

**C.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

**C.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

### **C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **C.3.4 Opening of tender submissions**

**C.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**C.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

**C.3.4.3** Make available the record outlined in C.3.4.2 to all interested persons upon request.

### **C.3.5 Two-envelope system**

**C.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**C.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **C.3.8 Test for responsiveness**

**C.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**C.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **C.3.9 Arithmetical errors, omissions and discrepancies**

**C.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:
  - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

**C.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**C.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules 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.



- b) 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 tenderer'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.

### C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- Prepare a tender evaluation report
- Confirm the recommendation contained in the tender evaluation report

### **C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

### **C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### **C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **C.3.14 Prepare contract documents**

**C.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

**C.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### **C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **C.3.16 Registration of the award**


An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

### **C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

### **C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

<b>TENDER NO. 39C/2022/23</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
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## CONTRACT DOCUMENT

FOR THE

## PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

## VOLUME 2: RETURNABLE DOCUMENTS

<b>ISSUED BY:</b>
<b>DIRECTOR: ENERGY: SUSTAINABLE ENERGY MARKETS CITY OF CAPE TOWN</b> Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001

<b>For official use.</b>
<b>TENDER SERIAL No.:</b>
<b>SIGNATURES OF CITY OFFICIALS AT TENDER OPENING</b>
1.
2.
3.

JULY 2022

<b>NAME OF TENDERING ENTITY</b>	
<b>EMAIL ADDRESS OF TENDERING ENTITY</b>	
<b>FAX NUMBER OF TENDERING ENTITY</b>	
<b>NATURE OF TENDER OFFER</b> (please indicate below)	
<b>Main Offer</b> (see clause C.2.12)	
<b>Alternative Offer</b> (see clause C.2.12)	

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## Part T2: Returnable Documents

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## PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

**T2.1 List of Returnable Documents**

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

1. **C1.1 The offer portion of the C1.1 Form of Offer and Acceptance**
2. **C1.2 Contract Data (Part 2)**
3. **C2.2 Activity Schedule**
4. **Returnable Schedules that will be incorporated into the Contract**

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**5. Other documents required for tender evaluation purposes**

- a) Joint Venture Agreement (if applicable) - append to Schedule 3.
- b) Curriculum Vitae of Staff as applicable - append to Schedule 11.
- c) Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 13.
- d) Any other documentary evidence/proof as required - append to Schedule 12.
- e) Functionality Criteria - append to Schedule 14.

CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

CONTRACT NO. 39C/2022/23

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

## 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 procurement of:

CONTRACT 39C/2022/23: PROVISION OF PROFESSIONAL SERVICES IN RESPECT THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

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 service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

Rand .....  
..... (in words);

R ..... (in figures)

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 to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

for the tenderer

(Name of organization/tenderer) .....

(Address of organization/tenderer) .....

Name and  
signature  
of witness .....

Date .....

For official use.

INITIALS OF CITY OFFICIALS AT TENDER  
OPENING

1.

2.

3.

## 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 service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now contractor) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

..

The Parties	Employer	Contractor
Business Name		



Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

ONLY TO BE COMPLETED AT  
ACCEPTANCE STAGE

## Schedule of Deviations

### Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject .....  
Details .....

2 Subject .....  
Details .....

3 Subject .....  
Details .....

4 Subject .....  
Details .....

5 Subject .....  
Details .....

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

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

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## C1.2 Contract Data

### Data provided by the Supplier

The name of the Supplier is .....

The address of the Supplier is

Physical : ..... Postal : .....  
Address .....  
.....  
.....

Telephone : ..... Fax: .....

email : .....

### SUPPLIER'S ANNUAL HOLIDAY PERIODS DURING DELIVERY PERIOD

Year 1 holiday period	Start date		End date
Year 2 holiday period	Start date		End date
Year 3 holiday period	Start date		End date

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS**

Time-based fees for all services as described in the Scope of Work for the following disciplines:

The rates entered into the pricing data for below will be added together per year to obtain a total price for the 3 years, which will be used for adjudication.

**C2.2 Activity Schedule**

No.	Disciplines	Unit of Measure	Price per unit (excl VAT) Year 1 (Commencement month to month 12)	Price per unit (excl VAT) Year 2 (Month 13 to 24)	Price per unit (excl VAT) Year 3 (Month 25 to 36)
1.1	Environmental Assessment Practitioner	hour			
1.2	Environmental Compliance Officer	hour			
1.3	OHSA Agent	hour			
1.4	Land Surveyor	hour			
1.5	Town Planner	hour			
1.6	Transport/Traffic Engineer	hour			
1.7	Geotechnical Engineer				
	Category A	hour			
	Category B	hour			
	Category C	hour			
	Category D	hour			
1.8	Civil Engineer				
	Category A	hour			
	Category B	hour			
	Category C	hour			
	Category D	hour			
1.9	Electrical Engineer				
	Category A	hour			
	Category B	hour			
	Category C	hour			

	Category D	hour			
<b>2.1</b>	<b>Structural Engineering</b>				
	Category A	hour			
	Category B	hour			
	Category C	hour			
	Category D	hour			
<b>2.2</b>	<b>Mechanical Engineering</b>				
	Category A	hour			
	Category B	hour			
	Category C	hour			
	Category D	hour			
<b>2.3</b>	<b>Electro-mechanical Engineering</b>				
	Category A	hour			
	Category B	hour			
	Category C	hour			
	Category D	hour			
<b>2.4</b>	<b>Control &amp; Instrumentation Engineering</b>				
	Category A	hour			
	Category B	hour			
	Category C	hour			
	Category D	hour			
<b>2.5</b>	<b>Telecoms Engineering</b>				
	Category A	hour			
	Category B	hour			
	Category C	hour			
	Category D	hour			
<b>2.6</b>	<b>Construction Project Manager</b>	hour			
<b>2.7</b>	<b>Construction Manager</b>	hour			
<b>2.8</b>	<b>Other Professionals</b>	hour			

**Item No. 2.9 : Recoverable Expenses (Disbursements) – all disciplines**

Item No.	Description	Unit	Price per unit (excl VAT) Year 1 (Commencement month to month 12)	Price per unit (excl VAT) Year 2 (Month 13 to 24)	Price per unit (excl VAT) Year 3 (Month 25 to 36)
2.9.1	Recoverable expenses in respect of printing/copying as specified below:				
2.9.2	Printing: size A0,	No			
2.9.3	Printing: size A1,	No			
2.9.4	Printing: size A2,	No			
2.9.5	Printing/copying: size A4 (reports and tender documents only),	No			
2.9.5	Compilation and binding of reports/tender documents, books of drawings.	No			
2.9.6	Electronic Data provided on Compact Disk	No.			
2.9.7	Recoverable expenses in respect of travelling.	Rand/km			
<b>TOTAL</b>					

**SIGNED ON BEHALF OF TENDERER:** .....

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**SUMMARY OF ACTIVITY SCHEDULE**

NOT APPLICABLE TO THIS TENDER

**DECLARATION (In respect of completeness of Tender)**

City of Cape Town  
Tower Block, Civic Centre  
12 Hertzog Boulevard  
CAPE TOWN

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. **39C/2022/23 PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS** has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

-----  
SIGNATURE OF TENDERER/S

-----  
DATE |

|



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## **T2.2 Returnable Schedules**

## CITY OF CAPE TOWN

## ENERGY: SUSTAINABLE ENERGY MARKETS

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## PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

## SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.	
<b>Section 1: Name of enterprise:</b> .....	
<b>Section 2: VAT registration number, if any:</b> .....	
<b>Section 2a: National Treasury Central Supplier Database registration number :</b> .....	
<b>Section 2b: SARS Tax Compliance Status PIN :</b> .....	
<b>Section 3: cidb registration number, if any:</b> .....	
<b>Section 4: Particulars of sole proprietors and partners in partnerships</b>	
<p><i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i></p>	
<b>Section 5: Particulars of companies and close corporations</b>	
Company registration number .....	
Close corporation number .....	
Tax reference number .....	
<b>Section 6: Foreign Bidding Suppliers</b>	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
<b>Questionnaire to Bidding Foreign Suppliers</b>	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Does the tenderer have any source of income in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have 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; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**SIGNED ON BEHALF OF TENDERER:**

.....

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**SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting this tender for Contract No. **39C/2022/23: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS**

in response to the invitation for the tender made by the City of Cape Town, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Tenderer)

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

<sup>1</sup>Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....  
Signature

.....  
Date

.....  
Name

.....  
Position

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**SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms .....  
....., authorised signatory of the company, close corporation or partnership .....  
....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

**Note :**

A copy of the Joint Venture Agreement, showing clearly the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

## PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

**SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)**

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
  - a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
21.1	If so, furnish particulars:		
2.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004? The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		
2.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.5.1	If so, furnish particulars:		

I, \_\_\_\_\_, the undersigned,  
(full name in block letters)

certify that the information furnished on this declaration form is true and correct, and accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer/Contractor

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

**SCHEDULE 5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)**

1. No bid will be accepted from:
  - 1.1 persons in the service of the state<sup>1</sup>, or
  - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
  - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
  - 1.4 from an entity who has employed a former City employee who was at a level of T14 of higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
    - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
- 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of tenderer or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company or Close Corporation Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....

.....

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

3.9.1 If yes, furnish particulars

.....

.....

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



3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars .....

3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars .....

**4. Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (PRINT)

(For and on behalf of the tenderer, duly authorised)

***<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –***

- (a) a member of –***
  - (i) any municipal council;***
  - (ii) any provincial legislature; or***
  - (iii) the national Assembly or the national Council of provinces;***
- (b) a member of the board of directors of any municipal entity;***
- (c) an official of any municipality or municipal entity;***
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);***
- (e) an executive member of the accounting authority of any national or provincial public entity; or***
- (f) an employee of Parliament or a provincial legislature.***

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

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**SCHEDULE 6: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN**

**To: THE CITY MANAGER, CITY OF CAPE TOWN**

**From:** \_\_\_\_\_  
(Name of tenderer)

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of abuse of the Supply Chain Management Policy.
- e)

Physical <b>Business</b> address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Tender Document

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

\_\_\_\_\_  
Signature  
Print name:  
On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
Date

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**SCHEDULE 7: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION**

**Declaration in respect of labour legislation**

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 8: CONFIRMATION OF CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION**

<b><u>CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION</u></b>		
<b>COMPANY NAME</b>	<b>REGISTERED YES/NO</b>	<b>REGISTRATION NUMBER IF APPLICABLE</b>

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 9: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE**

The tenderer shall indicate on the schedule below particulars of all consultancy services provided to organs of state by all offices country wide in the last five years. Tenderers shall also indicate, by means of a cross (x) in the last column, which, if any, of the services listed are of a similar nature, to those being tendered for in terms of this tender.

Where the entity tendering is a joint venture, the particulars of services provided to organs of state by each party to the joint venture, must be submitted as part of this schedule (additional pages may be added if necessary).

CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE

**SIGNED ON BEHALF OF TENDERER:**.....

.....

CITY OF CAPE TOWN

ENERGY: SUSTAINABLE ENERGY MARKETS

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EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

SCHEDULE 10: SCHEDULE OF WORK EXPERIENCE OF TENDERER

NOT APPLICABLE TO THIS TENDER

SIGNED ON BEHALF OF TENDERER: .....

CITY OF CAPE TOWN

ENERGY: SUSTAINABLE ENERGY MARKETS

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PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

**SCHEDULE 11: KEY PERSONNEL**

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae and Registration Certificate of each individual must be appended to this schedule.

ENVIRONMENTAL ASSESSMENT PRACTITIONER					
NAME	JOB TITLE	QUALIFICATIONS	EAPASA REGISTRATION NO.	NO. OF PROJECTS POST REGISTRATION	CV ATTACHED (YES/NO)

TOWN PLANNER					
NAME	JOB TITLE	QUALIFICATIONS	SACPLAN REGISTRATION NO.	NO. OF PROJECTS POST REGISTRATION	CV ATTACHED (YES/NO)

GEOTECHNICAL ENGINEERING					
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF PROJECTS POST REGISTRATION	CV ATTACHED (YES/NO)



<b>CIVIL ENGINEERING</b>					
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF PROJECTS POST QUALIFICATION	CV ATTACHED (YES/NO)
<b>ELECTRICAL ENGINEERING</b>					
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF PROJECTS POST QUALIFICATION	CV ATTACHED (YES/NO)
<b>STRUCTURAL ENGINEERING</b>					
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF PROJECTS POST QUALIFICATION	CV ATTACHED (YES/NO)

.....

MECHANICAL ENGINEERING					
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF PROJECTS POST REGISTRATION	CV ATTACHED (YES/NO)

**SIGNED ON BEHALF OF TENDERER:** .....

CITY OF CAPE TOWN

ENERGY: SUSTAINABLE ENERGY MARKETS

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PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

**SCHEDULE 12: SUPPORT RESOURCES**

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall state below what structural analysis software packages are available for use on this project and whether or not they are currently owned/licensed by the tenderer, or are available through other means.

RESOURCE ASSESSMENT/GRID STUDIES/STRUCTURAL ANALYSIS / SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER

**SIGNED ON BEHALF OF TENDERER:**.....

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**SCHEDULE 13: PROFESSIONAL INDEMNITY INSURANCE**

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

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM

**SIGNED ON BEHALF OF TENDERER:** .....

**CITY OF CAPE TOWN**

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**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS**

**SCHEDULE 14A: FUNCTIONALITY CRITERIA**

As per clause C.2.1.4.6 Minimum score for quality, the Tenderer shall completed the tables below as part of Returnable Schedule.

The Tenderer's attention is drawn to the appropriate clause(s) in the Tender Data for a more detailed explanation of the functionality criteria given in the table below and how the score will be calculated (with applicable values).

COMPLETED ENVIRONMENTAL AUTHORISATIONS (EA) FOR EMBEDDED GENERATION (EG) PROJECTS, WHERE A FULL SCOPING AND ENVIRONMENTAL IMPACT PROCESS FOLLOWED			
TITLE AND DESCRIPTION OF THE EA		NAME OF EMPLOYER AND/OR EA HOLDER (include Contact Details)	DATE EA(S) WAS ISSUED
1			
2			

3			
4			
5			

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

**CITY OF CAPE TOWN**

**ENERGY: SUSTAINABLE ENERGY MARKETS**

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**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS**

**SCHEDULE 14B: FUNCTIONALITY CRITERIA**

As per clause C.2.1.4.6 Minimum score for quality, the Tenderer shall completed the tables below as part of Returnable Schedule.

The Tenderer's attention is drawn to the appropriate clause(s) in the Tender Data for a more detailed explanation of the functionality criteria given in the table below and how the score will be calculated (with applicable values).

PROVIDED CONSULTING SERVICES RELATED TO ENGINEERING, PROCUREMENT AND CONSTRUCTION OF EG PLANTS WITH AN OUTPUT OF AT LEAST 5MW OR GREATER				
TITLE AND SCOPE OF THE PROJECT		NAME OF EMPLOYER (include Contact Details)	MW OUTPUT OF PROJECT	DATE PROJECT(S) WAS COMPLETED
1				

2				
3				
4				



5				
6				

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

CITY OF CAPE TOWN

ENERGY: SUSTAINABLE ENERGY MARKETS

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PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

**SCHEDULE 14C: FUNCTIONALITY CRITERIA**

As per clause C.2.1.4.6 Minimum score for quality, the Tenderer shall completed the tables below as part of Returnable Schedule.

The Tenderer's attention is drawn to the appropriate clause(s) in the Tender Data for a more detailed explanation of the functionality criteria given in the table below and how the score will be calculated (with applicable values).

PROVIDED CONSULTING SERVICES FOR THE IMPLEMENTATION OF WASTEWATER AMMONIA AND/OR AERATION CONTROL SYSTEMS			
TITLE AND SCOPE OF THE PROJECT		NAME OF EMPLOYER (include Contact Details)	DATE PROJECT(S) WAS COMPLETED
1			
2			

3			
4			

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

CITY OF CAPE TOWN

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PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

**SCHEDULE 14D: FUNCTIONALITY CRITERIA**

As per clause C.2.1.4.6 Minimum score for quality, the Tenderer shall completed the tables below as part of Returnable Schedule.

The Tenderer's attention is drawn to the appropriate clause(s) in the Tender Data for a more detailed explanation of the functionality criteria given in the table below and how the score will be calculated (with applicable values).

PROVIDED CONSULTING SERVICES FOR THE DESIGN, INSTALLATION AND COMMISSIONING OF CHILLED WATER SYSTEMS AS PART OF HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PROJECTS FOR COMMERCIAL FACILITIES					
TITLE AND SCOPE OF THE PROJECT		NAME OF EMPLOYER (include Contact Details)	STATE THE NAME AND LOCATION OF FACILITY(IES)	STATE THE STAGE(S) THAT APPLY (Design, Installation, Commissioning)	DATE PROJECT(S) WAS COMPLETED
1					

2					
3					
4					

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

CITY OF CAPE TOWN

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PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

**SCHEDULE 14E: FUNCTIONALITY CRITERIA**

As per clause C.2.1.4.6 Minimum score for quality, the Tenderer shall completed the tables below as part of Returnable Schedule.

The Tenderer's attention is drawn to the appropriate clause(s) in the Tender Data for a more detailed explanation of the functionality criteria given in the table below and how the score will be calculated (with applicable values).

PROVIDED CONSULTING SERVICES FOR ANALYSIS, DESIGNS, INSTALLATION AND INSPECTION AS PER SANS10225 FOR THE RETROFITTING OF ENERGY EFFICIENT LIGHTING PROJECTS FOR BUILDING STRUCTURES, HIGH MASTS FOR SPORTS AND RECREATION FACILITY LIGHTING STRUCTURES					
TITLE AND SCOPE OF THE PROJECT		NAME OF EMPLOYER (include Contact Details)	STATE THE FACILITY(IES) THAT APPLY (Building Structures, High Masts for Sports/Recreation Facility Lighting Structures)	STATE THE STAGE(S) THAT APPLY (Analysis, Design, Installation, inspection)	DATE PROJECT(S) WAS COMPLETED
1					
2					

3					
4					
5					

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

CITY OF CAPE TOWN

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PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

**SCHEDULE 14F: FUNCTIONALITY CRITERIA**

As per clause C.2.1.4.6 Minimum score for quality, the Tenderer shall completed the tables below as part of Returnable Schedule.

The Tenderer's attention is drawn to the appropriate clause(s) in the Tender Data for a more detailed explanation of the functionality criteria given in the table below and how the score will be calculated (with applicable values).

PROVIDED CONSULTING SERVICES FOR THE DESIGN, INSTALLATION AND COMMISSIONING OF PROJECTS IN THE RETROFITTING OF ENERGY EFFICIENT <i>PUMPS</i> AND THEIR ASSOCIATED CONTROL SYSTEMS FOR WATER SUPPLY AND WASTEWATER TREATMENT WORKS					
TITLE AND SCOPE OF THE PROJECT		NAME OF EMPLOYER (include Contact Details)	STATE THE SCOPE THAT APPLY (Only pumps, Only Control System or Both)	STATE THE STAGE(S) THAT APPLY (Design, Installation, Commissioning)	DATE PROJECT(S) WAS COMPLETED
1					
2					



3					
4					
5					

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

CITY OF CAPE TOWN

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**SCHEDULE 14G: FUNCTIONALITY CRITERIA**

As per clause C.2.1.4.6 Minimum score for quality, the Tenderer shall completed the tables below as part of Returnable Schedule.

The Tenderer's attention is drawn to the appropriate clause(s) in the Tender Data for a more detailed explanation of the functionality criteria given in the table below and how the score will be calculated (with applicable values).

PROVIDED CONSULTING SERVICES FOR THE DESIGN, INSTALLATION AND COMMISSIONING OF PROJECTS IN THE RETROFITTING OF ENERGY EFFICIENT <i>BLOWERS</i> AND THEIR ASSOCIATED CONTROL SYSTEMS FOR WASTEWATER TREATMENT WORKS					
TITLE AND SCOPE OF THE PROJECT		NAME OF EMPLOYER (include Contact Details)	STATE THE SCOPE THAT APPLY (Only blowers, Only Control System or Both)	STATE THE STAGE(S) THAT APPLY (Design, Installation, Commissioning)	DATE PROJECT(S) WAS COMPLETED
1					
2					

3					
4					
5					

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

CITY OF CAPE TOWN

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EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

**SCHEDULE 15: PROPOSED WORK PLAN**

NOT APPLICABLE TO THIS TENDER

**SIGNED ON BEHALF OF TENDERER:** .....

CITY OF CAPE TOWN

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**SCHEDULE 16: CONFIRMATION OF REGISTRATION / ACCREDITATION**

**SANS 9001**

Where a QA system has been approved in terms of SANS 9001, state registration certificate number and standard.

Certificate No: .....

**SIGNED ON BEHALF OF TENDERER:** .....

CITY OF CAPE TOWN

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EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

**SCHEDULE 17: OTHER CRITERIA**

NOT APPLICABLE FOR THIS TENDER

**SIGNED ON BEHALF OF TENDERER:**

.....

CITY OF CAPE TOWN

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PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS.

**SCHEDULE 18: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)**

The tenderer shall indicate on the schedule below what human resources, **other than** the key personnel listed in the appropriate clause(s) of the tender conditions, they have at their disposal and intend allocating to this project as and when required. These resources could, for example, include road/pavement engineers (in respect of the NMT component), a tender documentation specialist, cad operators/architectural draft persons/modellers, or experienced construction monitoring staff, amongst others.

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)

**SIGNED ON BEHALF OF TENDERER:** .....

CITY OF CAPE TOWN

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**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS**

**SCHEDULE 19: SCHEDULE OF SUB-CONTRACTORS**

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

SUB-CONTRACTORS		
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....



CITY OF CAPE TOWN

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PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

**SCHEDULE 20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER**

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

**The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.**

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

CITY OF CAPE TOWN

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**SCHEDULE 21 : 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 ON BEHALF OF TENDERER:** .....

## PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

**SCHEDULE 22 : PRICE BASIS FOR IMPORTED RESOURCES**

[illegible]

\* State Customs Duty Tariff Reference for each item

**Note:**

**Note that any Resources not inserted in this schedule shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment. The BASE DATE referred to in column (B) will be 7 calendar days before tender closing.**

**SIGNED ON BEHALF OF TENDERER:** .....

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

**SCHEDULE 23: PREFERENCE SCHEDULE TO BE USED IN TERMS OF THE AMENDED CODES FOR MEASURING BROAD-BASED BLACK ECONOMIC EMPOWERMENT IN THE CONSTRUCTION SECTOR (2017)**

**Preference Schedule where preferences are granted in respect of B-BBEE contribution**

**1 Definitions**

The following definitions shall apply to this schedule:

**All applicable taxes:** Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

**Applicable Code:** Shall be either the Amended Codes of Good Practice (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

**B-BBEE:** Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

**B-BBEE status level of contributor:** The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

**Bid (Tender):** A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

**Black Designated Groups:** The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

**Black People:** The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

**Broad-Based Black Economic Empowerment Act:** The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

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

**Contract** The agreement that results from the acceptance of a bid by an organ of state.

**Co-operative:** A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

**Designated Group:** Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

**Designated Sector:** A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

**Exempted Micro Enterprise (EME):** An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

**Firm Price:** The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

**Functionality:** The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

**Military Veteran:** The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

**National Treasury:** The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

**Non-firm prices:** All prices other than "firm" prices.

**Person:** Includes a juristic person.

**People with disabilities:** The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

**Price:** Includes all applicable taxes less unconditional discounts.

**Proof of B-BBEE status level of contributor:** The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

**Qualifying Small Enterprise (QSE):** A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

**Rand Value:** means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

**Rural Area:** A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

**Stipulated Minimum Threshold:** The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

**Sub-contract:** The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

**The Act:** The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

**Total Revenue:** Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

**Township:** An urban living area that at any time from the late 19<sup>th</sup> century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

**Treasury:** The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

**Trust:** The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

**Trustee:** Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**Youth:** The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

## 2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of quotation offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 8) accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;

- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

### 3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the quotation process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

#### Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P\*, less 25%

P\* = Value of the contract

#### Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B-BBEE^a - B-BBEE^t) \times P^*$$

where:

B-BBEE<sup>a</sup> = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE<sup>t</sup> = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of quotation evaluation

P\* = Value of the contract

#### Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

### 4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below applicable to the Code they wish to be evaluated against.

**Table 1: Level of Contribution: Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector.**

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 30% but less than 51% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 30% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise B-BBEE Status Level of Contributor <sup>1</sup> <input type="checkbox"/>	<input type="checkbox"/>
Qualifying Small Enterprise B-BBEE Status Level of Contributor <sup>1</sup> <input type="checkbox"/>	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor B-BBEE Status Level of Contributor <sup>1</sup> <input type="checkbox"/>	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

<sup>1</sup> If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

## 5 Declarations

1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

☐

### Note:

Tenderers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the tenderer contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorized to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name (PRINT)**

(For and on behalf of the Supplier (duly authorised))

\_\_\_\_\_  
**Date**

**For official use.**

**SIGNATURE OF CITY OFFICIALS AT  
TENDER OPENING**

**1.**

**2.**

**3.**



CITY OF CAPE TOWN

ENERGY: SUSTAINABLE ENERGY MARKETS

CONTRACT NO. 39C/2022/23

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF  
EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

**SCHEDULE 24: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS**

NOT APPLICABLE FOR THIS TENDER

**SIGNED ON BEHALF OF TENDERER:** .....

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF  
EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

SCHEDULE 25: INFORMATION TO BE PROVIDED WITH THE TENDER

The following information shall be provided with the Tender:

- a. The various Completion Certificates and/or reference letter from Employer/Client for information listed in Returnable **Schedules 14A to 14G Functionality Criteria**. The minimum information on the Completion Certificates and/or reference letter must be the specific scope that the tenderer was responsible for, the commissioning/operation date and the contact details of the Employer/Client.
- b. CVs of all Key Personnel listed in Returnable **Schedule 11 Key Personnel**.
- c. ISO9001 accreditation Certificate listed in Returnable **Schedule 16: Confirmation Of Registration / Accreditation**

**SIGNED ON BEHALF OF TENDERER:**

.....

**TENDER NO. 39C/2022/23**



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

SCM - 515

Approved by Branch Manager: 03/04/2020

Version: 4

Page 967 of  
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## CONTRACT DOCUMENT

FOR THE

### PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

### VOLUME 3: DRAFT CONTRACT

ISSUED BY:

DIRECTOR: ENERGY  
DEPARTMENT:  
SUSTAINABLE ENERGY  
MARKETS  
CITY OF CAPE TOWN  
Tower Block, Civic Centre  
12 Hertzog Boulevard  
CAPE TOWN  
8001

For official use.

TENDER SERIAL No.:

SIGNATURES OF CITY OFFICIALS  
AT TENDER OPENING

1.

2.

3.

JULY 2022

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	
Alternative Offer (see clause C.2.12)	

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**Part C1: Agreements and Contract Data**

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	<b>Pages</b>
<b>C1.2 Contract Data (data provided by the Employer) .....</b>	<b>98 – 106</b>
<b>C1.3 Occupational Health and Safety Agreement .....</b>	<b>108</b>
<b>C1.4 Insurance Broker’s Warranty .....</b>	<b>109</b>

CITY OF CAPE TOWN

ENERGY: SUSTAINABLE ENERGY MARKETS

CONTRACT NO. 39C/2022/23

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

## C1.2 Contract Data

### Part 1: Contract Data provided by the Employer

#### GENERAL CONDITIONS OF CONTRACT

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

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website [www.cidb.org.za](http://www.cidb.org.za). Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

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

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

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

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) the General Conditions of Contract
- d) the Scope of Work, and
- e) the Pricing Data.

If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction.

#### CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

##### **Clause 1:**

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

The **Employer** is the **CITY OF CAPE TOWN**.

*Replace the definition of **Key Persons** with the following:*

Persons who are referred to as such in the Contract Data who will be engaged in the performance of the Services.

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

The period(s) of performance for this service is as follows:

The period(s) of performance for this service is to be agreed in writing between the Project Management official and Service provider for each individual Works project as per the Purchase Order

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

The project is the **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS**

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

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

Delete the definition of **Services** and replace with the following:

The work to be performed by the Service Provider based upon the relevant scope of construction works as described in the Scope of Work.

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

The Start Date is the date when the service provider confirms receipt of one fully completed original copy of this document, including the acceptance part of the form of offer and acceptance, and schedule of deviations (if any).

Replace the words "time for completion" with "Period of Performance".

Add the following definition:

#### **Intellectual Property**

Any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

#### **Clause 3**

Delete the heading and replace with "**Governing law and policies**"

Add the following after clause 3.1

#### **Clause 3.2**

- a) The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- b) Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy.

#### **Clause 3.2**

Replace the words "time for completion" with "Period of Performance".

#### **Clause 3.4 and Clause 4.3.2:**

Add the following:

The authorised and designated representative of the Employer is the **Director: ENERGY: SUSTAINABLE ENERGY MARKETS**.

The address for receipt of communications is:

Telephone: (021) 400 3981

E-mail: marlyn.hendricks@capetown.gov.za

**Contract**

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**Part C1: Agreements and Contract Data**

**Reference No. 39C/2022/23**

**C1.2**

**Contract Data**

Postal Address: PO Box 298  
CAPE TOWN  
8000  
Physical Address: City of Cape Town  
Electricity Head Office  
Bloemhof  
Bellville, 7530

**Clause 3.4.1:**

*Add the following to the first sentence:*

... , and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

**Clause 3.5:**

*Add the following:*

The location for the performance of the Project will be the **OFFICE** of the service provider, together with the site defined on the Works Project. Key personnel will be expected to work out of the local office as the exigencies of this contract require. The address of the local office will be that as indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission

**Clause 3.9.1:**

*Add the following after f):*

- g) a change in the cost of the construction works applicable to the services

**Clause 3.9.2:**

Replace the words “6 weeks” with “21 days”.

*Add the following at the end of the clause:*

Should any of the event described in clause 3.9.1 occur, the professional fees and disbursement may be adjusted in a fair and reasonable manner. The Service Provider shall, however, not be entitled to an adjustment to the extent that the variation is due to the negligence or default of the Service Provider. The Service Provider is required to provide all necessary substantiating documents required by the employer to evaluate the request for variation.

**Clause 3.9.3:**

*Delete the clause and replace with the following:*

The Employer shall assess the changes to the Contract Price proposed by the Service Provider on any fair and reasonable basis. The Employer may assess these changes on the effect of the event on the Services based on the time-based fees as stated in the Pricing Data.

**Clause 3.9.2:**

Replace the words “6 weeks” with “21 days”.

**Clause 3.9.3:**

*Add the following:*

The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.

**Clause 3.12**

*Delete the heading and replace with “Penalties and fines”*

**Clause 3.12.1**

*Add the following:*

Non-delivery of task items and/or deliverables and/or milestones or inadequate performance – in terms of both delivery time and quality - thereof may result in non-payment of fees due to the Service provider. Expectations and timelines for each scope of work will be mutually agreed by employer and Service provider prior to commencement of the task.

Draft reports should be submitted two weeks prior to milestone dates for employer to provide comments to be incorporated into final report.

The employer reserves the right to impose penalties for each week of late delivery of task items and/or deliverables and/or milestones and/or inadequate performance.

The penalty amount per day is as follows:

1 % (one percent) of the Purchase Order value per day that is delayed

The maximum penalty amount per Purchase Order is as follows:

10% (ten percent) of the Purchase Order value

Add the following after 3.12.2

#### Clause 3.12.3

The Employer may impose the following additional penalties or fines:

- a) Penalties for breach of conditions of granting preferences in terms of the **Preference Schedule**.
- b) Penalties for failure to meet targeted labour and local enterprises contract participation goals (if applicable)
- c) Any other fines or penalties levied in accordance with any of the specifications.

#### Clause 3.15.1:

Add the following:

The programme shall be submitted within **14** days of the Start Date.

#### Clause 3.16.2:

Replace the words "in which the start date falls" with "prior to the closing date of the tender".

Add the following:

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

#### Clause 3.17: Price adjustment due to content imported from outside South Africa

Add the following clause after clause 3.16

##### 3.17.1 General

3.17.1.1 Price adjustment of any resources imported from outside the Republic of South Africa will be permitted **only** in respect of the following variables:

- (a) Variations in Rates of Exchange as detailed in Clause 3.17.2,
- (b) Variations in Customs Surcharge and Customs Duty as detailed in Clause 3.17.3, and
- (c) Labour and material cost variations in the relevant industries of the countries from which the resources are imported as detailed in Clause 3.17.5.

3.17.1.2 The value of any resources imported from outside South Africa inserted in the schedule titled **Price Basis for Imported Resources** and subject to Clause 3.17.2 shall be deducted from the total values to be adjusted by the Contract Price Adjustment Factor. Any resources not inserted in the schedule titled **Price Basis for Imported Resources** shall be deemed not to be imported into South Africa for the purposes of Contract Price Adjustment.

##### 3.17.2 Variations in Rates of Exchange

3.17.2.1 Adjustment for variations in rates of exchange shall be based on the following:

- (a) The Tenderer shall have completed the schedule titled **Price Basis for Imported Resources** for all imported resources intended to be subject to variations in rates of exchange, subject to the following:
  - i. the value in foreign currency inserted in column (A) shall be subject to Clause 3.17.2 (e) when recalculating the Rand value,
  - ii. the rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, Nedbank, on the Base Date, rounded to the second decimal place, subject to sub-paragraph iii. below,
  - iii. if the rate of exchange inserted by the Tenderer differs from the Nedbank rate referred to above, then the Nedbank rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Pricing Schedule for the relevant items, and
  - iv. if a quotation from a supplier or sub-contractor provides for variations in rates of exchange, the Service Provider may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (b) below.



(b) The Service Provider (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported resources inserted by the Tenderer in the schedule titled **Price Basis for Imported Resources**.

(c) When the Service Provider (or supplier or sub-contractor) so obtains forward cover, the Service Provider shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.

(d) Based on the evidence provided in sub-paragraph (c) above, the value in Rand inserted in column (C) of the schedule titled **Price Basis for Imported Resources** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in Clause 3.17.5 shall be adjusted accordingly, subject to sub-paragraph (e) below.

(e) The adjustments shall be calculated upon the value in foreign currency in the Service Provider's (or supplier's or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled **Price Basis for Imported Resources**, then the value in column (A) shall be used.

### 3.17.3 Variations in Customs Surcharge and Customs Duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in the schedule titled **Price Basis for Imported Resources** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

(b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Service Provider shall advise the Employer of any changes which occur.

### 3.17.4 Value of Imported resources at Base Date

3.17.4.1 The Rand value of imported resources inserted in the schedule titled **Price Basis for Imported Resources** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by Council's main banker, Nedbank, on the Base Date rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

### 3.17.5 Variation in labour and material costs of imported resources

3.17.5.1 If the prices for imported resources are not fixed, the Service Provider shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

3.17.5.2 Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

#### Clause 4.7:

*Add the following:*

Payment of the tendered basic fee for normal services shall be in accordance with Clause 9 in Part C2.1 Pricing Assumptions.

#### Clause 5.4.1:

*Add the following:*

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

- Professional Indemnity (PI) insurance providing cover in an amount of not less than R20 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

The Service Provider shall ensure that any sub-contractors engaged in construction activities shall, in addition to the Public Liability and COVID Insurances as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken.

#### **Clause 5.4.2**

*Add the following:*

Evidence of insurance or confirmation (warranty) from a reputable Insurance Broker that the required insurances are in place, shall be submitted within **14** days of the Start Date.

*Add the following clause after Clause 5.4.2:*

5.4.3 The Service Provider shall maintain the insurance policy/ies for the duration of the liability period in terms of Clause 13.4 and shall upon request by the Employer provide periodic proof of such insurance.

#### **Clause 5.5:**

*Add the following:*

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

- a) Replacing any of the key personnel listed at the time of tender.
- b) Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.
- c) Making a material change, addition or omission from the approved designs.
- d) The exercising of any discretion in terms of any terms and conditions in this contract, that results in the utilisation of any of the contingency allowance, increasing the contract value or awarding any additional time as detailed in the relevant contract conditions.
- e) Permitting advance payment for items not listed in the Advance Payment Schedule.
- f) Nominating the Employer's Agent Representative.
- g) Delegation of Employer's Agent authority in terms.
- h) Granting permission to work during non-working times.
- i) Suspend the progress of the works.
- j) The issuing of an instruction to accelerate progress.

#### **Clause 6.4:**

*Add the following clause after Clause 6.3:*

#### **6.4 Conflict of interest**

The Service Provider shall immediately disclose any potential conflict of interest or involvement in the project other than a professional interest in terms of this Contract.

#### **Clause 7.1.2**

*Add the following:*

Key Persons shall be those individuals listed under "Key personnel" in Part C3.1 Scope of Work.

#### **Clause 7.2.1:**

*Add the following:*

The Service Provider shall provide appropriate Personnel for such time periods as required and shall enter all data pertaining to Personnel and Key Persons on the Personnel Schedule (comprised of Schedules 9 and 16, Part T2.2 : Returnable Schedules).

#### **Clause 8.1:**

*Add the following:*

The Service Provider is to commence the performance of the Services within **14** days of the Start Date.

#### **Clause 8.4.1:**

*Delete "or" at the end of Clause 8.4.1(d) and add the following three clauses after Clause 8.4.1(e):*

- f) if the Service Provider has failed to provide the required insurances within the prescribed time;
- g) if the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract;
- h) if the Service Provider has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract;
- i) if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy; or

- j) The implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- (i) reports of poor governance and/or unethical behaviour;
  - (ii) association with known family of notorious individuals;
  - (iii) poor performance issues, known to the Employer;
  - (iv) negative social media reports; or
  - (v) adverse assurance (e.g. due diligence) report outcomes.

**Clause 8.4.3(c):**

*Add the following:*

The period of suspension under Clause 8.5 is not to exceed 6 months.

**Clause 8.4.4:**

*Delete the content of this clause and replace with the following:*

Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge, including any pro-rata payment for partially completed Services, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

*Add the following after clause 8.4.5:*

**Clause 8.4.6**

In addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated in instances where the Service Provider has been liquidated:

- a) accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- b) terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

**Clause 9:**

*Delete the clause and replace with the following:*

- 9.1 The Service Provider acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 9.2 The Service Provider hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 9.3 The Service Provider shall, and warrants that it shall:
- 9.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
  - 9.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Service Provider produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
  - 9.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
  - 9.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer's Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the Service Provider from time to time;
  - 9.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 9.3.1 to 9.3.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

- 9.4 The Service Provider represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Service Provider of any third party's Intellectual Property rights.
- 9.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the Service Provider and no copies thereof shall be retained by the Service Provider unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.
- 9.6 Copyright of all documents prepared for the project, and the patent rights or ownership in any plant, machine, item, system or process designed or devised, shall be vested with the Employer. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.7 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.
- 9.8 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

**Clause 11.1:**

*Add the following:*

A Service Provider may not sub-contract any work which he has the skill and competency to perform, unless he has the Employer's prior approval in writing.

**Clause 12.1.2:**

*Add the following:*

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

**Clause 12.2.1:**

*Add the following:*

In the event that the parties fail to agree on a mediator, the mediator is nominated by the **President of the South African Institution of Civil Engineering.**

**Clause 12.2.4:**

*Add the following:*

Final settlement is by **litigation.**

**Clause 12.3.3:**

In the event that the parties fail to agree on an adjudicator, the adjudicator is nominated by the **President of the South African Institution of Civil Engineering.**

**Clause 13.1:**

*Add the following clause after Clause 13.1.3:*

- 13.1.4 The Employer and the Service Provider shall enter into an agreement to complete the Services required for the Project in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder.

An agreement is included in the Contract Document (C1.3 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days of the Start Date. The Service Provider shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

**Clause 13.4:**

*Delete the content of this clause and replace with the following:*

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within a liability period of five years, which period shall commence on the earlier of:

- (a) Final completion of the construction contract.
- (b) Suspension, postponement, expiry or termination of all construction contracts.
- (c) Cancellation or termination of this Contract.

**Clause 13.7.3:**

*Add the following clause after Clause 13.7.2:*

- 13.7.3 The Service Provider hereby indemnifies the Employer against all claims by third parties which arise out of or in connection with the Services rendered under this Contract and where such claims are the consequence of breach by the Service Provider to exercise reasonable professional skill, care and diligence in the exercising of its obligations.

**Clause 14.5:**

*Add the following new clause after Clause 14.4:*

**Clause 14.5: Tax Invoices**

Section 20(1) of the Value Added Tax Act No. 89 of 1991 requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

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

**Clause 14.6: More frequent payments**

The Service Provider may submit a fully motivated application regarding more frequent payment to the Employer's Project Manager to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

**Clause 15:**

*Add the following:*

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

**PROCEDURES FOR THE EXECUTION OF A WORKS PROJECTS UNDER THIS TENDER:**

The Employer's intention is to call upon the professional services as described herein, as and when required. The Employer reserves the right not to allocate work at all depending on circumstances and subject to operational conditions.

**The Employer will undertake the following process when allocating work to the service provider:**

If the Employer requires work to be executed under this tender, the Employer shall compile a Works Project document. A Works Project document will include a Works Project specific Scope of Work and the proposed period for completion of the work. The Works Project document will generally be emailed to the Service Provider for consideration. If required, a project briefing meeting will be set up by the Project Manager. The meeting shall furthermore serve to answer any queries the Service Provider may have in respect of the required work.

The Service provider will submit a Quotation based on the applicable rates. The Project Manager will then create a Purchase Order to the value of work mutually agreed upon. The Service Provider shall not commence any work until the Purchase Order number has been received. The Project Manager is responsible to ensure that the exigencies of the contract are adhered to.

Should the "Winner" tenderer indicate that they are unable to execute additional, simultaneous Works Projects, as they are developed, the Employer can choose to award additional Works Projects to the "Standby Supplier" tenderer as required. Similarly, should it be considered, in the Employer's opinion, that the "Winner" tenderer's resources are not sufficient to undertake more than one Works Project simultaneously, the Employer can elect to offer the additional Works Projects to the "Standby Supplier" tenderer as the exigencies of the contract require.

]

## Part 2: Data provided by the Service Provider

The **Service Provider** is: .....

Postal Address: .....

.....

Physical Address: .....

.....

Telephone: .....

Facsimile: .....

Email:.....

The **authorised and designated representative** of the Service Provider is:

Name: .....

The address for receipt of communication is:

Address: .....

.....

Telephone: .....

Facsimile: .....

Email:.....

|

]

**SIGNED ON BEHALF OF TENDERER:** .....[. ]

CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

CONTRACT NO. 39C/2022/23

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

## C1.3 Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "EMPLOYER") AND**

..... ,  
(Service Provider/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.**

I, ....., representing

....., as an employer  
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at ..... on the ..... day of ..... 20 .....

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mandatory

Signed at ..... on the ..... day of ..... 20 .....

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
City of Cape Town

CITY OF CAPE TOWN

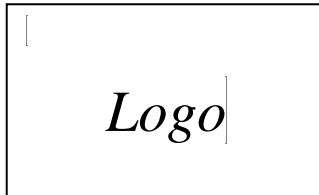
ENERGY: SUSTAINABLE ENERGY MARKETS

CONTRACT NO. 39C/2022/23

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION  
OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

## C1.4 Insurance Broker's Warranty

Pro Forma



*Letterhead of Contractor's Insurance Broker*

Date \_\_\_\_\_

CITY OF CAPE TOWN  
City Manager  
Civic Centre  
12 Hertzog Boulevard  
Cape Town  
8000

Dear Sir

**CONTRACT NO.:** 39C/2022/23

**CONTRACT TITLE:** PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION  
AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY  
EFFICIENCY PROJECTS

NAME OF CONTRACTOR: \_\_\_\_\_

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: \_\_\_\_\_

For: \_\_\_\_\_



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## Part C2: Pricing Data

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PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS

## C2.1 Pricing Assumptions

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

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
2. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
3. A rate, sum, and/or price as applicable, is to be entered against each item in the Activity Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
4. The rates, sums, and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The rates, sums and prices rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
6. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
7. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications and/or described in Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000).

8. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.  
[ ]
9. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, and prices for normal and additional services rendered.  
[ ]
10. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.  
[ ]
11. [Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.]  
[ ]
12. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is currently R3.30/km (excluding VAT).  
[ ]
13. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.  
[ ]
14. All charges in respect of attendance at meetings and the provision of secretarial services, shall be included in the tendered basic fee for normal services.  
[ ]

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## Part C3: Scope of Work

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## C3.1 Scope of Work

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### 1. INTRODUCTION AND EMPLOYERS OBJECTIVE

Professional Services providers are required to provide the professional services necessary to develop and implement Embedded Generation, Energy Storage Systems and Energy Efficiency projects within the City of Cape Town which, in terms of the Municipal Finance Management Act, 56 of 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process.

This is a Framework tender and the intention of the employer is to use the successful service provider on an ad-hoc basis as and when required. The successful appointment under this contract does not guarantee any amount of work to be executed hereunder.

The contracts shall be effective for the 36 month period as specified

The purpose of this document is therefore to invite tenders from Professional Service Providers of suitably qualified and experienced consulting firms for Contract No **39C/2022/23: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE PREPARATION AND IMPLEMENTATION OF EMBEDDED GENERATION AND ENERGY EFFICIENCY PROJECTS**, which will be evaluated using a financial offer and preferences based system as described in the tender data

### 2. BACKGROUND

The CCT established a programme consisting of Embedded Generation (EG), Energy Storage System (ESS) and Energy Efficiency (EE) projects. These all varying in sizes and installations are planned to be on various parcels of land and/or facilities (green and/or brown field)

In order to assist the CCT in determining the feasibility of developing the installations and prepare projects for implementation, the CCT intends to appoint a specialist Professional Service Provider experienced in these fields.

The Professional Service Provider specialised in EG, ESS and EE project development and implementation will be required to assist the CCT through the completion of the feasibility studies, permitting, designs, and drafting of tenders for installation contractors.

### **3. DESCRIPTION OF THE SERVICES REQUIRED**

The Service provider will be required to perform any combination of the following services, but not limited to that described in section 3 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 138 of 2015), on an ad-hoc basis for Embedded Generation, Energy Efficiency and Energy Storage System type of projects.

#### **3.1 Engineering Services**

##### **3.1.1 Planning, Studies, Investigations and Site Assessments – Feasibility & Environmental Assessment**

The service provider will be required to perform initial screening of sites, conduct specialist studies required to acquire the respective permits to meet legislative requirements associated with the development of EG, ESS and EE projects.

If required, no site work can go ahead at any site unless:

- i. a project plan is provided by the Service Provider to the CCT, indicating dates and timeframes of proposed site visits (prior permission required)
- ii. approval is granted.

The Service Provider shall allow a maximum of 2 weeks after the submission for the CCT project team and/or the contractor to attain the necessary site visit approvals.

The following tasks required to determine the suitability of the sites for the installation of EG, ESS and EE systems may include, but are not limited to:

1. Site identification Report - Perform relevant studies, site investigations to determine, and identify suitable sites.
2. Environmental Screening Report - Provide Environmental screening reports for identified sites.
3. Basic Assessment Report - Completion of BAR and associated specialist studies and submit to relevant competent authorities for authorisation and/or approval.
4. Scoping and Environmental Impact Report (EIR) - Completion of full scoping, EIR and associated specialist studies and submit to relevant competent authorities for authorisation and/or approval.
5. Legal and Regulatory Assessment Report - Identify, complete and submit to relevant competent authority any and all other applicable permits and/approvals required, including but not limited to land use planning, DAFF, S53 Minerals, Telecoms, WULA, CARA, Biodiversity, Heritage, Roads and generation license.
6. Energy Efficiency assessments
  - a. Conduct Energy Efficiency assessments for the buildings, stadiums, street lighting, HVAC, escalators, potable water, wastewater pumping stations, potable water treatment plant and wastewater treatment plants.
  - b. Energy efficiency assessment types would range from conducting a walk-through energy efficiency assessment (Type 1 audit according to ISO SANS 50002 Energy audits — Requirements with guidance for use) on selected buildings, infrastructures and facilities. Some specific more detailed energy efficiency assessments (Type 2 audit according to ISO SANS 50002 Energy audits — Requirements with guidance for use) would be required for specific identified buildings, infrastructures and facilities.

##### **3.1.2 Normal Services – Embedded Generation and Energy Storage Systems**

If required, no site work can go ahead at any site unless:

- i. a project plan is provided by the Service Provider to the CCT, indicating dates and timeframes of proposed site visits (prior permission required)
- ii. approval is granted.

The Service Provider shall allow a maximum of 2 weeks after the submission for the CCT project team and/or the contractor to attain the necessary site visit approvals

##### **3.1.2.1 Conceptual and/or Detail Design**

The following tasks required may include, but are not limited to:

- 1) Energy Resource Assessment Report - Perform Energy resource assessments at identified sites and provide recommendations on the most suitable and optimal technology (ies).

- 2) Perform studies and investigations to determine the most optimal sizing. These studies and investigations may include but not limited to:
  - a. Site area constraints report - Estimation of potential viable implementable area. This will be at the discretion of the design engineer, but must consider that optimised system performance required by the CCT to make the project financially viable. Minimum performance criteria to be agreed with the City
- 3) Grid tie-in/transformer constraints report – Determination of the maximum power that can be evacuated into the grid at the designated point of connection and/or upgrade requirements:
  - a. a trade-off study may need to be undertaken between the increased capital costs required to upgrade size of the facility and grid tie-in point (transformer) as well as any other grid strengthening that may be required and the benefits of the associated increased generation capacity.
  - b. Proximity of existing transformer;
  - c. Maximum capacity of transformer to absorb and evacuate generated power;
  - d. Maximum capacity of the electricity grid to absorb load;
  - e. Physical space for connection of cables into transformer.
- 4) Grid integration and code compliance report – ensure project complies with grid code and applicable electricity supply distributor requirements or justify & apply for requisite exemption, if not. Grid integration assessment and code compliance including but not limited to assessment of nearest LV or MV or HV transformer and its suitability for connection and evacuation of power and/or upgrades required to ensure it is fit for purpose.
- 5) Geotechnical constraints report – conduct a professional geotechnical investigations.  
Structural constraints report - conduct a professional structural investigation on new and/or existing sites
- 6) Health & Safety specification report – conduct a professional Health & Safety investigation on new and/or existing sites.
- 7) Forecast energy production report - Calculate the expected kWh installed for an average year of the life of plant. Calculations, resolution of utilized data, and sources of information to be shared with the employer.
  - a. Costing estimate report to 10% accuracy
  - b. Estimation of requisite plant and materials
  - c. Estimation of costing for requisite labour & construction of the facilities
  - d. Estimation of costing for operation and maintenance
  - e. Other relevant costs not covered above and/or
  - f. Bill of Quantities
- 8) Financial feasibility- Develop a 20 year financial model taking the following inputs into account
  - a. Estimated generated electricity
  - b. Savings due to offsetting of electricity which would otherwise have been bought from Eskom
  - c. Capital costs
  - d. Operation and maintenance costs
  - e. Estimated payback period for the system, clearly stating all assumptions (Eskom purchase costs) and modelling of scenarios agreed with the City
- 9) Advising on permitting and legislative requirements including but not limited to rezoning/land use; CAA, WULA, Heritage, servitudes and wayleaves.
- 10) A fatal flaw analysis with the identification of any red flags which would immediately halt or “kill” the project;
- 11) Additional outputs:-
  - a. Layout Drawings and Single Line Diagrams in CAD, GIS, PDF and Hard Copy Format.
  - b. Technical Reports Indicating:
    - i. Assessment of ease of access of the site for construction purposes
    - ii. Assessment of air quality and potential for dust accumulation
    - iii. Assessment of risk of soiling through, for example, wild life or sea mist
    - iv. Assessment of any aesthetic considerations, which should be taken into consideration.

All conceptual and/or detail design reports shall be submitted to the Employer for comment and approval.

### 3.1.3 Normal Services - Energy Efficiency

If required, no site work can go ahead at any site unless:

- i. a project plan is provided by the Service Provider to the CCT, indicating dates and timeframes of proposed site visits (prior permission required)
- ii. approval is granted.

The Service Provider shall allow a maximum of 2 weeks after the submission for the CCT project team and/or the contractor to attain the necessary site visit approvals

The following tasks required may include, but are not limited to:

- 1) Energy Efficiency assessments
  - a. Conducting Energy Efficiency assessments for the buildings, stadiums, street lighting, HVAC, escalators, potable water, wastewater pumping stations, potable water treatment plant and wastewater treatment plants. Energy efficiency assessment types would range from conducting a walk-through energy efficiency assessment (Type 1 audit according to ISO SANS 50002 Energy audits — Requirements with guidance for use) on selected buildings, infrastructures and facilities. Some specific more detailed energy efficiency assessments (Type 2 audit according to ISO SANS 50002 Energy audits — Requirements with guidance for use) would be required for specific identified buildings, infrastructures and facilities.
  - b. Energy efficiency assessment of the site indicating the expected kWh savings for a year. Calculations, resolution of utilized data, and sources of information to be shared with the employer:
    - i. Estimation of the annual baseline building/infrastructure/facility usage;
    - ii. Indication of expected lifespan of energy efficient equipment/infrastructure and maintenance requirements.
    - iii. Savings estimates stating all assumptions, inputs and level of uncertainty with evidence.
- 2) Costs estimate to 10% accuracy
  - a. Estimation of requisite plant, materials and removed items disposal costs
  - b. Estimation of costing for requisite labour, refurbishment and retrofitting of the buildings, infrastructure and facilities
  - c. Estimation of costing for operation and maintenance
  - d. Other relevant costs not covered above and/or
  - e. Bill of Quantities
- 3) Financial feasibility
  - a. Develop an energy efficiency equipment/infrastructure lifespan financial model taking the following inputs into account
    - i. Estimated energy savings
    - ii. Rand savings due to reduction of energy usage which would otherwise have been bought from Eskom, CCT and/or other supplier of energy source (as per the appropriate site energy tariff)
    - iii. Capital costs
    - iv. Operation and maintenance costs
  - b. Estimated payback period for the system, clearly stating all assumptions (energy purchase costs) and modelling of scenarios agreed with the City
- 4) Advising on permitting and legislative requirements including but not limited to Heritage approvals.
- 5) A fatal flaw analysis with the identification of any red flags which would immediately halt or "kill" the project;
- 6) Additional outputs:
  - a. Layout Drawings, Process and Instrumentation Drawings and Single Line Diagrams in CAD, GIS, PDF and Hard Copy Format, as Required by employer,
  - b. Technical Reports indicating:
    - i. Assessment of ease of access of the site for the refurbishment and retrofitting of the buildings, infrastructure and facilities
    - ii. Control system where applicable
    - iii. Assessment of any aesthetic considerations, which should be taken into consideration.



All conceptual and/or detail design reports shall be submitted to the Employer for comment and approval.

The following areas shall be applied to Energy Efficiency Assessments and related designs:

**1) Building Envelope Assessments covering amongst other items:**

- a. Assessment of Building Fenestration (single, double, low e glass, argon filled etc.) & year installed and potential for improvements, possibly also looking at novel SmartGlass technologies.

**2) Compressed Air Assessments covering amongst other relevant items:**

- a. Assessing the number and Rating (kW) of compressors
- b. Condition and age of compressors
- c. Control type
- d. Air treatment type
- e. Operating pressure
- f. System maintenance details or arrangements / servicing / leak detection

**3) Space Heating Systems Assessments covering amongst other items:**

- a. Space heating sources on the facility: (eg: Steam/LPHW boiler, electrical heating, heat pump etc.)
- b. Heat source age & condition
- c. Heat source make, model, kW rating
- d. Fuel Type (natural gas, electricity, diesel, oil, solid fuel etc.)
- e. Space heating operating hours over the heating season
- f. Operating manual and/or service records
- g. Space heat distribution system (radiators, warm air, fan coil units etc.). Valve, flange & pipework insulation
- h. Type of heating controls (basic on/off, local time and temperature control, BMS, optimum start/stop, weather compensation etc.)
- i. Any secondary heating system – Individual room heaters, heat pumps, terrace heaters etc. and details
- j. System maintenance details / servicing etc.

**4) Space Cooling / Air Conditioning Systems Assessments covering amongst other items:**

- a. Cooling source (natural ventilation, chiller, heat pump, VRV, evaporative cooling etc.)
- b. Age of equipment
- c. Cooling source make, model, kW rating
- d. Refrigerant type
- e. Operating manual and/or service records
- f. Cooling system operating hours
- g. Distribution system & terminal units
- h. Type of controls
- i. Any secondary cooling systems
- j. System maintenance details / servicing etc.

**5) Ventilation Systems Assessments covering amongst other items:**

- a. Natural or mechanical (fans)
- b. Ventilation system operating hours
- c. Type of heat recovery ventilation (HRV),
- d. make, model, kW ratings
- e. Ventilation controls
- f. System maintenance details / servicing etc.

**6) Hot Water Systems Assessments covering amongst other items:**

- a. Hot water generator type
- b. Hot water generator age
- c. Fuel Type (natural gas, diesel, oil, solid fuel, electricity etc)
- d. Hot water generator make, model, kW rating
- e. Hot water system operating hours and annual usage (litres, m3)
- f. Whether water heating system linked to space heating system?
- g. Hot water generation & utilization temperature °C
- h. Whether there is hot water storage with state storage capacity details if applicable

- i. Hot water controls (cylinder thermostat, timer, BMS etc.)
- j. System maintenance details / servicing etc.

**7) Motors Assessments covering amongst other items:**

- a. Conversion of standard efficiency motors to premium/super premium/synchronous motors following SANS SANS 60034 30 1:2014
- b. Cogged and other low slip V-belt and direct drive conversion

**8) Advanced Building Controls Assessments covering amongst other items:**

- a. Building management systems

**9) Advanced Motors Controls Assessments covering amongst other items:**

- a. Soft starters/variable speed drives

**10) Pump/Blower Systems Assessments covering amongst other items:**

- a. Pump/Blower curve operating point
- b. Removal of throttling devices and replacement with variable speed drives
- c. Matching supply with demand

**11) Process Controls for Wastewater Treatment Systems Assessments covering amongst other items:**

- a. Ammonia and dissolved oxygen control systems for blowers/aerators.

**12) Sports Facility Mast/Canopy Lighting Assessments covering amongst other items:**

- a. Structural and lighting design (eg: using lighting design software) – bracing/support requirements and drawings
- b. Structural specifications following application of amongst other standards the SANS10225: The design and construction of lighting masts

**13) Escalator Assessments covering amongst other items:**

- a. Variable speed retrofit opportunities with foot traffic sensors

### **3.2 Additional Services**

CCT may require at its own discretion, that the Service Provider undertake and complete the following services. Remuneration for such services will be made in accordance with the relevant items in Part C2.2 Activity Schedule.

**1) Contract Procurement**

- a. The Service Provider shall provide those services necessary for the preparation of procurement documentation, advertising of tenders, and the evaluation of tenders received. The service Provider shall confirm the Employer's Supply Chain Management (SCM) policies and procedures prior to the preparation of any procurement documentation.

**2) Construction Monitoring**

- a. The Service Provider shall provide those services necessary but not limited to:
  - i. Checking quality of construction works in compliance with contract conditions;
  - ii. Verifying claims and payment certificates;
  - iii. Providing resolutions to queries between contractors, customers and stakeholders on site;
  - iv. Acting as Employer's agent in terms of the Occupational Health and Safety Act
  - v. Proving the Environmental Control Officer function.
  - vi. Notifying customers including handing out notices;
  - vii. Giving input to material management reconciliation and project closeout;
  - viii. Checking, verifying and signing-off of on commissioning activities;
  - ix. Providing Take-Over certificates and set up / draft snag lists on behalf of the Employer.

**3) Operations Monitoring**

- a. Provide operations monitoring services for installations during the Defects Notification Period. The services may include but are not limited to:

- i. Updating of the snag lists;
- ii. Assessment of all relevant regulatory and statutory compliance requirements by all relevant parties;
- iii. Ensuring that the operations and maintenance is undertaken and completed as per Contract Data;
- iv. Assessing the performance of the and assisting with enforcing under-performance penalties as per Contract Data.

Although not forming part of the adjudication process, it must be ensured that the professionals required to perform these works are included in Table 1.5 in Part C2.1 so that when a Works Project is defined, the estimate of hours can be combined with the already stipulated rate for the professional in order to formulate a quotation.

#### **4. USE OF REASONABLE SKILL AND CARE**

The Service Provider is required to provide all aspects of the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

#### **5. GENERAL**

##### **5.1 Time Frames/Milestones**

Milestones set by the Employer in the Contract Data typically revolve around budget cycles and the need to spend the budget in any given financial year. The important milestones are therefore the financial year ends (30 June each year) and the Service Provider will be expected to establish a project programme, in consultation with the Employer, that takes cognisance of the budgets available and the budget cycles. Once agreed, the Service Provider is expected to ensure that the programme is adhered to, and to intervene timeously if necessary.

The Service Provider shall submit a revised programme as and when required by the Employer

## **5.2 Places for the Performance of Specific Tasks**

It is anticipated that the majority of the work involved in the reporting, preliminary design and detail design and tender stages will be undertaken at the Service Provider's local office. The construction monitoring service will take place at the site of the project.

The Service Providers personnel will however be required to attend meetings elsewhere in the Cape metropolitan area as and when required, and it may be necessary to carry out inspections at the contractor's (or sub-contractor's) yard(s) wherever they may be.

## **5.3 Reporting Requirements**

Aside from the particular reports required in terms of the deliverables stated above, the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

Furthermore, the Service Provider shall submit monthly cost reports (including cash flows) to the Employer showing expenditure in respect of both the Service Provider's appointment and the construction contractor's contract, together with the estimated final costs.

A preliminary Project Close-Out Report shall be submitted to the Employer within three months of the Certificate of Completion having been issued, which shall be updated as necessary and re-submitted within three months of the issue of the Final Approval Certificate.

## **6. REFERENCE DATA**

A copy of the urban design framework report entitled "Heideveld Station Area Transport Interchange & Market: Integrated Upgrade Project, 28 August 2007" is available for inspection at the offices of the Employer during the tender period. A copy of this report will be made available to the appointed Service Provider for reference purposes.

## **7. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS**

The Service Provider shall ensure that cognisance of all applicable national and international standards is taken in the execution of his/her own work and that of his/her sub-consultants in the design and compilation of specifications for this project. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

## **8. APPROVALS**

The Service Provider shall be responsible for obtaining the following approvals:

- (a) Approval of the implementation programme from the Employer,
- (b) Approval of the conceptual and preliminary designs from the Employer,
- (c) Approval of the project from Heritage Western Cape (*if required*),
- (d) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning (*if required*),
- (e) Approval of the detail design, drawings and contract document from the Employer,
- (f) Wayleave approval from all service authorities,
- (g) Approval of the accommodation of traffic plans from the Traffic Manager,
- (h) Approval of the construction monitoring proposal from the Employer,
- (i) In respect of time based services, approval of the allocation of staff from the Employer.
- (j) Approval for the employment of specialist sub-consultants from the Employer.

Notwithstanding any approval received from the Employer, the Service Provider shall remain responsible for all work carried out by the Service Provider and its sub-consultants in terms of this contract.

## PROCUREMENT

### 9.1 Preferential Procurement

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Contractor is found to have breached and of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor).

Notwithstanding the application of penalties, the Contractor's attention is drawn to other sanctions that may be applied by the Employer (listed in the **Preference Schedule**) with due consideration to the circumstances.

### 9.2 Monitoring the use of sub-contractors/sub-consultants and joint ventures

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **Preference Schedule**, the Contractor shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise, of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

### 9.3 Forms for contract administration

The Service Provider shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.2 Annexes as amended from time to time):

- B-BBEE Sub-contract Expenditure Report (Annex 1)
- Joint Venture Expenditure Report (Annex 2)

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

In respect of Annexes 1 and 2, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** Preference Schedule in Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 2), the contractor shall prove his compliance with item 6) in Section 2 of the Preference Schedule by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

## **10. FORMAT OF COMMUNICATION**

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

## **11. KEY PERSONNEL**

The Service Provider shall maintain the involvement of the following key personnel as the exigencies of this contract require:

- (a) Environmental Assessment Practitioner who is registered with the Environmental Assessment Practitioner's Association of South Africa (EAPASA).
- (b) Town Planner who is registered with the South African Council for Planners (SACPLAN) and has provided town planning/urban planning input into power generation projects.
- (c) Geotechnical Engineer who is registered with ECSA as Pr.Eng or PrTechEng and has experience electrical distribution, transmission and generation type projects post registration in geotechnical investigation, foundation and retaining wall design and control and monitoring of geotechnical works.
- (d) Civil Engineer who is a registered professional Civil Engineer (Pr.Eng / PrTechEng) who experience in the analysis, design, control and monitoring of civil works for electricity distribution, transmission and generation type projects. This must include but not limited to roadways, stormwater, substations, structures and building services.
- (e) Electrical Engineer who is a Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr. Tech Eng) registered with the Engineering Council of South Africa (ECSA) and has experience in the field of low, medium, and high voltage electrical systems for Embedded Generation, Energy storage systems, building services, street and stadium lighting. Capabilities may include but not limited to the analysis, design, network modelling/ simulation (familiarity with Plexos, PVsyst or similar design and planning software) and master planning, documentation and construction monitoring and preventative maintenance of medium or high voltage transformers, medium or high-voltage cables, over-head transmission lines, switchgear, and other equipment.
- (f) Structural Engineer who is a Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr. Tech Eng) registered with the Engineering Council of South Africa (ECSA) capable of acting as the Approved Competent Person in terms of regulation A19 of the National Building Regulations and Building Standards Act, 1977. Note A63. The required personnel must experience in the field of structural engineering related to building structures, high masts/sports and recreation facility lighting structures. Capabilities may include but not limited to the analysis, design, documentation and construction monitoring of structures utilizing steel, concrete, timber and other structural materials in adherence to the national building regulations. Types of buildings may include but not limited to high-rise, basements, hospitals, warehouses, utilities buildings and all other buildings utilised in the municipal context, civil structures and retaining walls included.
- (g) Mechanical Engineer who is a Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr. Tech Eng) registered with the Engineering Council of South Africa (ECSA) and has experience in the field of heating, ventilation and air conditioning (HVAC). Capabilities may include but not limited to the analysis, design, documentation and construction monitoring of HVAC, refrigeration systems, construction monitoring of pump stations, water supply systems and wastewater treatment works/plant systems.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

## **12. MANAGEMENT MEETINGS**

### **12.1 Management Meetings**

During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the Service Provider will be expected to attend monthly management meetings with the Employer's project management team (PMT), convened for the purpose of managing this project. The Service Provider will present its proposals and these meetings, and take direction from the PMT in this regard.

#### **12.2 Community/Stakeholder Meetings**

The Service Provider will also be expected to contribute to and attend community/stakeholder meetings, presenting proposals at these forums, and taking cognisance of input from the various interested and affected parties in the conceptual and detail design development, where possible. It is not anticipated that it will be necessary to continue with community/stakeholder participation through the construction period, other than to respond to any individual queries/concerns that may be raised.

#### **12.3 Supply Chain Management (SCM) Committee Meetings**

During the course of the Documentation and Procurement stage, the Service Provider shall attend and participate in the SCM Bid Specification and Bid Evaluation Committee meetings in order to present the contract document and tender evaluation report to the Employer.

#### **12.4 Site/Technical Meetings**

During the Contract Administration and Inspection stage of this project, the Service Provider shall convene and run monthly site meetings at which the Employer and contractor will be present, as well as any technical meetings with the contractor as may be required to ensure the successful implementation of this project.

#### **12.5 Ad-hoc Meetings**

The service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.

## 12.6 General

The Service Provider shall be represented at all meetings by at-least one of the key personnel, preferably the project leader. The service provider shall provide secretarial services (for record keeping purposes) at all management, site/technical, and ad-hoc meetings.

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered basic fee (Item No .1.1: C2.2 Activity Schedule).

## 12.7 Execution of a Works Project under this term tender

The Employers intention is to call upon the professional services as described herein, as and when required. The Employer reserves the right not to order work at all depending on circumstances and subject to operational conditions.

**The Employer will undertake the following process when allocating work to the service provider:**

If the Employer requires work to be executed under this tender, the Employer shall compile a Works Project document. A Works Project document will include a Works Project specific Scope of Work and the proposed period for completion of the work. The Works Project document will generally be emailed to the Service Provider for consideration. If required, a project briefing meeting will be set up by the project Manager. The meeting shall furthermore serve to answer any queries the Service Provider may have in respect of the required work.

The Service provider will submit a Quotation based on the applicable rates. The Project Manager will then create a Purchase Order to the value of work mutually agreed upon. The Service Provider shall not commence any work until the Purchase Order number has been received.



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## C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

# ANNEX 1

# CITY OF CAPE TOWN

CONTRACT NO. AND NAME: .....

CONTRACTOR (SERVICE PROVIDER): .....

## B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT NO. ....

Value of the contract (as defined in Schedule 24: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor	
---	---	---	--

Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor <sup>1</sup>	Total Value of Sub- contract (excl VAT) <sup>1</sup>	Value of Sub-contract work to date (excl VAT) <sup>1</sup>	Value of Sub-contract work to Sub-contractors with a lower B- BBEE Status Level than Prime Contractor
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
<sup>1</sup> Documentary evidence to be provided				Total: R
				Expressed as a percentage of P* %

### Signatures

Declared by Contractor  
(Service Provider) to be true  
and correct:

Date: .....

Verified by Employer's  
Representative:

Date: .....

## ANNEX 2

## CITY OF CAPE TOWN

CONTRACT NO. AND NAME: .....

CONTRACTOR (SERVICE PROVIDER): .....

### JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO. ....

Value of the contract (as defined in Schedule 19: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Joint Venture	
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Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement <sup>1</sup> A	Total value of JV partner's contribution (excl. VAT) <sup>1</sup> B = A% x P*	Value of JV partner's contribution to date (excl. VAT) <sup>1</sup> C	Value of JV partner's contribution as a percentage of the work executed to date D = C/P*x100
JV Partner A		%	R	R	%
JV Partner B		%	R	R	%
JV Partner C		%	R	R	%

<sup>1</sup>Documentary evidence to be provided

### Signatures

Declared by Contractor (Service Provider) to be true and correct: .....

Date: .....

Verified by Employer's Representative: .....

Date: .....

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## Part C4: Site Information

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**CITY OF CAPE TOWN**

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## **C4 Site Information**

Site Information to be provided to successful Tenderer(s) at a later stage)