

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 1 of 131

TENDER NO: 223C/2022/23:

TENDER DESCRIPTION: PROFESSIONAL SERVICE PANEL FOR PROJECTS TO SUPPORT IMPLEMENTATION OF WATER STRATEGY VIA KFW GRANT

CONTRACT PERIOD: 36 MONTHS FROM DATE OF COMMENCEMENT

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 27 February 2023

CLOSING TIME: 10:00 a.m.

TENDER BOX NUMBER: 151

TENDER FEE R200 Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

TENDER SERIAL NO.:	
SIGNATURES OF CITY OFFICIALS AT TENDER OPENING	
1	
2	
3	

TABLE OF CONTENTS

VOLUME 1: THE TENDER	3
(1) GENERAL TENDER INFORMATION	3
(2) CONDITIONS OF TENDER	5
VOLUME 2: RETURNABLE DOCUMENTS	38
(3) DETAILS OF TENDERER	38
(4) FORM OF OFFER AND ACCEPTANCE	40
(5) PRICE SCHEDULE	43
(6) SUPPORTING SCHEDULES	45
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	45
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	46
SCHEDULE 3: PREFERENCE SCHEDULE	48
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED).....	53
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	56
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	57
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	59
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION.....	60
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	61
SCHEDULE 10: LOCAL CONTENT DECLARATION / ANNEXURE C.....	62
SCHEDULE 11: PRICE BASIS FOR IMPORTED RESOURCES.....	63
SCHEDULE 12: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS.....	64
SCHEDULE 13: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	65
SCHEDULE 14: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	66
SCHEDULE 15: INFORMATION TO BE PROVIDED WITH THE TENDER.....	67
SCHEDULE 15A: (FUNCTIONALITY) - DEMONSTRATED EXPERIENCE OF TENDERING ENTITY	68
SCHEDULE 15B: (FUNCTIONALITY) - QUALIFICATIONS AND DEMONSTRATED EXPERIENCE OF KEY STAFF	71
SCHEDULE 16: DECLARATION OF UNDERTAKING PER ANNEX 2 OF KfW AGREEMENT.....	74
VOLUME 3: DRAFT CONTRACT	78
(7) SPECIAL CONDITIONS OF CONTRACT	78
(8) GENERAL CONDITIONS OF CONTRACT	91
(9) FORM OF GUARANTEE / PERFORMANCE SECURITY	100
(10) FORM OF ADVANCE PAYMENT GUARANTEE	103
(10.1) ADVANCE PAYMENT SCHEDULE	104
(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	105
(12) INSURANCE BROKER’S WARRANTY (PRO FORMA)	106
(13) SPECIFICATION(S)	107
<i>ANNEXURE A: Acronyms & Abbreviations used in the Tender’s Specifications and Scope of Works</i>	<i>126</i>
(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)	128
(14.2) B-BBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)	130
(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)	131

VOLUME 1: THE TENDER (1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	25 November 2022
SITE VISIT/CLARIFICATION MEETING	:	17 January 2023 at 13:00 Compulsory
VENUE FOR SITE VISIT/CLARIFICATION MEETING		<p>A hybrid compulsory site visit/clarification meeting with the representatives of the employer will take place on 17 January 2023 at 13:00. The hybrid meeting will be conducted using an in-person meeting, or via Skype - link to the meeting via https://meet.capetown.gov.za/barry.coetzee/LJPQW87G, venue for physical meeting briefing will be conducted at Urban Waste Management, Waste Services Boardroom: 9th Floor (2-Bay Side), Tower Block, Civic Centre, 12 <u>Hertzog</u> Boulevard, Cape Town.</p> <p>For any queries contact Barry Coetzee on 021 400 2992 or email Barry.Coetzee@capetown.gov.za.</p>
TENDER BOX & ADDRESS	:	<p>Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.</p>
	:	<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 endorsement “TENDER NO. 223C/2022/23: PROFESSIONAL SERVICES FOR IMPLEMENTATION OF WATER STRATEGY PROJECTS VIA KFW GRANT 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. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.</p>
CCT TENDER REPRESENTATIVE		<p>[Name: Barry Coetzee Tel. No.: +27 (0)21 400 2992/+27 (0)83 232 2861 Email: barry.coetzee@capetown.gov.za</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'

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (CCT) 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 these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

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 City of any other remedies available to it as described in the SCM Policy.

2.1.1.2 The CCT, the tenderer and 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 CCT shall declare any conflict of interest to the CCT 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.

2.1.1.3 The CCT shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in the returnable documents are part of these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

2.1.3 Communication during tender process

Verbal or any other form of communication, from the CCT, 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 CCT, unless communicated by the CCT in writing to suppliers by its Director: Supply Chain Management or his nominee.

2.1.4 The CCT's right to accept or reject any tender offer

2.1.4.1 The CCT may accept or reject any tender offer and may cancel the tender process or reject all tender offers at any time before the formation of a contract. The CCT 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 services, works or goods requested;
or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received;
- (d) there is a material irregularity in the tender process; or
- (e) the parties are unable to negotiate market related pricing.

The CCT shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.

2.1.5 Procurement procedures

2.1.5.1 General

The City is applying a panel tender methodology, and not a framework tender approach in terms of its policy and guidelines, as there is no construction work to be executed to achieve results in support of the implementation of the City's New Water Strategy ([Cape Town Water Strategy.pdf](#)). The objective of this tender is for the City (the Employer) to establish a panel of competent professional consultants via this tender, to produce results via secondary tenders to support the implementation of the strategy. For this tender, each tenderer and consultant must meet the eligibility criteria. Only those who meet the functionality criteria will be evaluated and scored to determine their responsiveness in terms of the functionality detailed in this document.

2.1.5.2 Proposal procedure using the two stage-system

Panel tender – primary tender: The specification contained in this tender is only indicative of the work that will be tendered to the panel via a secondary tender process. This allows for the appropriate resourcing to be made available by the panel, who will bid in a competitive process for the pending work in the secondary tenders. The primary, or panel tender does not require rates to be provided, nor does it require a statement of methodologies. A successful appointment as a member of the panel, therefore, is not an immediate award of work. Also work cannot be guaranteed to all panel members for the duration of the panel's existence. The contract period for the panel tender shall be for a period of **three years** (thirty-six months) from the commencement date of the contract.

Each bidder must clearly indicate the work it will be bidding for in the secondary tenders in terms of the capability, qualifications and experience of the resources being offered for the panel.

The data of each bidder must be supplied in term of the PPPFA requirements in the panel tender, but preference points will only be used to score the secondary tenders, based on this data.

Secondary tenders: Tenders will be advertised in the secondary stage to members of the panel only. This implies that all sub-contracting or resources must be finalised before submission of a bid to ensure all resources can be evaluated. Three cluster tenders with distinctly different specifications will be offered to the panel in the secondary stage.

Work has been clustered on a functional basis in terms of preliminary work already completed prior to this tender. For the secondary tenders, each indicative specification shown in the primary tender will be detailed for the required work and outputs, which will be amended according to the CCT Water and Sanitation Directorate's requirements at the time of tender.

A competitive procurement process will be applicable to the secondary tenders in order to finalise an award and an offer to contract with the City. This is aligned with the requirements of the South African local government, or municipal supply chain management and finance management legislation.

Provided a bidder has the resources that should already have been finalised at the conclusion of the primary tender, it may tender on more than one of the cluster tenders. Joint ventures, partnerships or other legal forms of tendering as a unit are possible among the panel members, and must be formalised before a tender closes, but will be subject to the legal requirements for the calculation of preference points for such an entity, which will be determined by the CCT's SCM Dept.

The evaluation process will be based upon resource requirements, a statement of methods, the professional rates tendered and the preference points of a tenderer, as at the time of submitting a bid for the primary tender, which may require further calculation if JVs, Consortia, etc. are formed. The contract will usually be offered to the preferred bidder, or highest ranked bidder, provided that this tenderer has the capacity to commence immediately and does not induce unacceptable risk for completing work otherwise. If the preferred bidder refuses an award, the work will be offered to the alternative bidder, based on the risk assessment when recommending an award to the Bid Adjudication Committee (BAC). If acceptable bids are not received, the City reserves the right to not make an award at all, or it may also make part award awards.

The acceptance of a tender award must be accompanied by a signed contract. A purchase order will only be generated once the award of a secondary tender has been accepted in writing by the bidder, and is also confirmed in writing by the CCT. Each secondary contract will have its own contract period, provided that the final date of a contract does not exceed the termination date of this tender's (panel tender's) contracting period.

2.1.5.2.1 Tenderers shall submit in the first stage only including company capability statements, experience, and resource details. The CCT shall invite all responsive tenderers to submit tender offers in the second stage that will include statement of methods and price, following the issuing of procurement documents.

2.1.5.2.2 The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender conditions, and award the contract in terms of these Conditions of Tender.

2.1.5.3 Nomination of Alternative Bidder

Alternative Bidder means a bidder, identified at the time of awarding a tender, who 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.

2.1.6 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

2.1.6.1 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.

2.1.6.2 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.

2.1.6.3 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 (PAJA) and Promotion of Access to Information Act (PAIA).

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, 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: 021 400 5963 or 021 400 5830

Via email at: MSA.Appeals@capetown.gov.za

2.1.6.5 All requests referring to clause 2.1.6.3 ns 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

2.1.7 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, 2nd 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 (follow the Supply Chain Management link to Supplier registration).

It is each tenderer's responsibility to keep all the information on the CCT Supplier Database updated.

2.1.8 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.

2.1.9 POPIA ACT

The City of Cape Town (City) respects the privacy rights of all persons who participate in the City's procurement procedures. All personal information of the bidder, City and their employees are processed in accordance the Protection of Personal Information Act 4 of 2013 (POPIA).

Personal information of bidders will only be processed for purposes of tendering procedures and the associated processing operations, or, for any other legitimate purpose relating to City functions.

Personal information of City employees will only be processed for purposes of executing the obligations of the contract and the associated processing operations, or, for any other legitimate purpose relating to City and/or service provider functions.

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 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 **Details of Tenderer** 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 (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 Bidders' 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 CCT 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 Supply Chain Management Policy.

In addition, a signed Declaration required by KfW regarding corrupt and unlawful activities must be provided by each bidder, which shall mean each individual entity that tenders on the primary tender to be considered for work in the secondary stage.

2.2.1.1.3 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

Evaluation Criteria	Applicable values/ points	Weight
Competence: Professional qualification and experience of consultant	75	75%
Company capability and experience	25	25%
Total	100	100%

The minimum qualifying or responsive score for functionality is **70** out of a maximum of **100**.

The description of the functionality criteria and the maximum possible score for each is shown in the tables below per **2.2.1.1.3 (a)**, **2.2.1.1.3 (b)**, **2.2.1.1.3 (c)**, and **2.2.1.1.3 (d)**, which contain the details. The score achieved for functionality will be the sum of the scores achieved by adding (1) the score for an individual, to (2) the score for a tendering entity.

If an individual consultant is qualified and experienced to perform more than one role, this must be indicated in returnable Schedule 15B. A scoresheet per role will be completed for evaluation purposes.

If a tendering entity wishes to be considered for more than one secondary tender when completing **Schedule 15A**, a separate sheet score will be used as shown in **2.2.1.1.3 (d)** to calculate the score in terms of its experience.

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.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality 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.

The scoring is applicable to all staff or contractors that wish to be appointed to the panel for purposes of evaluation:

1. Each company/ entity/tenderer requesting to be considered for more than one of the cluster tenders in the secondary stage as set out in the scoring schedules and in the specification, must provide capacity statements, plus complete information set out in the proforma in Schedule 15A. This information will be scored per cluster.
2. In addition, for an individual consultant that is self-employed, the entity experience will be deemed to be that of the individual, and scored accordingly. These details must be captured in Schedule 15A.
3. Each individual consultant requesting to be considered for more than one of the consultant roles on the panel must complete a separate experience and qualification proforma as set out in Schedule 15B.
 - a. "Experience" implies experience on projects of a similar nature with respect to the tender's Scope of Works or Indicative Specification.
 - b. "Accredited degree / diploma" implies at a minimum an undergraduate qualification required to provide expert services conferred by a registered university or institute of technology, as set out in the scoring schedules and in the specification.
 - c. "Accredited certificate" means a qualification for the relevant subject matter required to provide expert services from a registered University or Institute of Technology.
 - d. The scoring will be done in accordance with what has been submitted for the individual.
4. The score for an individual will be added to the company/entity/tenderer's score to calculate the final total. The final total must achieve the minimum score for functionality in order to be deemed responsive.
5. Work for the specific scopes that are to be defined in the secondary tenders based on indicative high-level scopes in the panel tender will be tendered to the appointed members of the panel on a closed, but competitive tender basis in Stage 2.

A more detailed explanation of the responsiveness criteria is given below (**EVALUATION CRITERIA FOR SCORING TENDER**).

2.2.1.1.3 (a) EVALUATION CRITERIA FOR SCORING PANEL TENDER STAFF FOR CLUSTER A

The scoring of the qualifications and experience of key staff in terms of minimum requirements work required for CLUSTER A will be as follows:

Key Staff CLUSTER A	Evaluation Criteria	Scoring Criteria	Points	
Programme Manager	<u>Qualification:</u>	A certificate in Project Management.	7.5	
		An undergraduate degree or diploma in Project Management plus registration as PM, or PMP.	22.5	
		A post graduate Degree in Project Management, plus registration as PM, or PMP.	37.5	
			Maximum points (Qualification)	37.5
	<u>Experience:</u> Years' relevant experience in project management on projects similar to the scope of works.	Less than 10 years' experience.	7.5	
		10 to 14 years' experience.	22.5	
		More than 15 years' experience.	37.5	
			Maximum points (Experience)	37.5
	TOTAL (Maximum points Programme Manager)			75.0

Key Staff CLUSTER A	Evaluation Criteria	Scoring Criteria	Points
NRW Advisory Expert	<u>Qualification:</u>	A diploma in civil engineering.	7.5
		An undergraduate degree in civil engineering.	22.5
		An engineering degree, and registered as a Pr Tech Eng or Pr Eng (Civil) with ECSA.	37.5
			Maximum points (Qualification)

Key Staff CLUSTER A	Evaluation Criteria	Scoring Criteria	Points
	Experience: Years' relevant experience in WCWDM projects similar to the scope of works.	Less than 5 years' experience.	7.5
		5 to 10 years' experience.	22.5
		More than 10 years' experience.	37.5
	Maximum points (Experience)		37.5
TOTAL (Maximum points NRW Advisory Expert)			75.0

Key Staff CLUSTER A	Evaluation Criteria	Scoring Criteria	Points
Sewer Advisory Expert	Qualification:	A diploma in civil engineering.	7.5
		An undergraduate degree in civil or mechanical engineering.	22.5
		An engineering degree, and registered as a Pr Tech Eng or Pr Eng (Civil) or (Mech) with ECSA.	37.5
	Maximum points (Qualification)		37.5
	Experience: Years' relevant experience in sewer spill reduction projects similar to the scope of works.	Less than 5 years' experience.	7.5
		5 to 10 years' experience.	22.5
		More than 10 years' experience.	37.5
Maximum points (Experience)		37.5	
TOTAL (Maximum points Sewer Advisory Expert)			75.0

Key Staff CLUSTER A	Evaluation Criteria	Scoring Criteria	Points	
Stakeholder Engagement Advisory Expert	Qualification:	A diploma in Social Science, Education or Media & Communications.	7.5	
		An undergraduate degree in Social Science, Education, or Media & Communications.	22.5	
		A post-graduate degree in Social Science, Education, or Media & Communications.	37.5	
			Maximum points (Qualification)	37.5
	Experience: Years' relevant experience in stakeholder engagement projects similar to the scope of works.	Less than 5 years' experience.	7.5	
		5 to 10 years' experience.	22.5	
		More than 10 years' experience.	37.5	
			Maximum points (Experience)	37.5
TOTAL (Maximum points Stakeholder Engagement Advisory Expert)			75.0	

Key Staff CLUSTER A	Evaluation Criteria	Scoring Criteria	Points
Customer Orientation Advisory Expert	Qualification:	A diploma in Social Science, Education, Telecommunications, or Customer Service Management.	7.5
		An undergraduate degree in Social Science, Education, Telecommunications, or Customer Service Management.	22.5
		A post-graduate degree in Social Science, Education, Telecommunications, or Customer Service Management.	37.5
			Maximum points (Qualification)

Key Staff CLUSTER A	Evaluation Criteria	Scoring Criteria	Points
	Experience: Years' relevant experience in Customer Orientation projects similar to the scope of works.	Less than 5 years' experience.	7.5
		5 to 10 years' experience.	22.5
		More than 10 years' experience.	37.5
	Maximum points (Experience)		37.5
TOTAL (Maximum points Customer Orientation Advisory Expert)			75.0

2.2.1.1.3 (b) EVALUATION CRITERIA FOR SCORING PANEL TENDER STAFF FOR CLUSTER B

The scoring of qualifications and experience of key staff in terms of minimum requirements work required for CLUSTER B will be as follows:

Key Staff CLUSTER B	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points	
Programme Manager	Qualification:	A certificate in Project Management.	7.5	
		An undergraduate degree or diploma in Project Management plus registration as PM, or PMP.	22.5	
		A post graduate Degree in Project Management, plus registration as PM, or PMP.	37.5	
			Maximum points (Qualification)	37.5
	Experience: Years' relevant experience in project management on projects similar to the scope of works.	Less than 10 years' experience.	7.5	
		10 to 14 years' experience.	22.5	
		More than 15 years' experience.	37.5	
			Maximum points (Experience)	37.5
TOTAL (Maximum points Programme Manager)			75.0	

Key Staff CLUSTER B	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points
Energy Advisory Expert	Qualification:	A diploma in energy management.	7.5
		An undergraduate degree in electrical or mechanical engineering.	22.5
		A post-graduate electrical or mechanical engineering degree, and registered as a Pr Tech Eng or Pr Eng (Elec).	30.0
	Certification:	Certified with SAEE, CEM or AEE	7.5
			Maximum points (Qualification and certification)

Key Staff CLUSTER B	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points
	Experience: Years' relevant experience in Energy Efficiency & Energy Reduction projects similar to the scope of works.	Less than 10 years' experience.	7.5
		10 to 14 years' experience.	22.5
		More than 15 years' experience.	37.5
	Maximum points (Experience)		37.5
TOTAL (Maximum points Programme Manager)			75.00

Key Staff CLUSTER B	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points
Water Resilience Advisory Engineering Expert (Engineering – Urban Water)	Qualification:	A diploma in civil engineering.	7.5
		An undergraduate degree in civil engineering and registered as a Pr Eng with ECSA.	22.5
		A post-graduate degree in the Water Resource Field and registered as a Pr Eng with ECSA.	37.5
	Maximum points (Qualification)		37.5
	Experience: Years' of relevant experience in Water Resilience <u>and</u> integrated water resource management projects with similar to the scope of works and scale, and include projects aspiring to water sensitivity. It is required that the personnel with adequate experience undertake and manage water resource feasibility studies of this nature. This will include verifiable experience network modelling (e.g. EPAnet and SWMM or any derivative of these packages), preparation of flood lines, stormwater masterplans etc.	Less than 10 years' experience.	7.5
		10 to 14 years' experience.	22.5
		More than 15 years' experience.	37.5
Maximum points (Experience)		37.5	
TOTAL (Maximum points Water Resilience Advisory Engineering Expert)			75.0

Key Staff CLUSTER B	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points	
Water Resilience Advisory Engineering Expert (Natural Scientist)	Qualification:	A national diploma in the natural sciences.	7.5	
		An undergraduate degree in natural sciences s, and Professionally Registered Natural Scientist (Pr.Nat.Sci).	22.5	
		A post-graduate degree in the natural sciences, and Professionally Registered Natural Scientist (Pr.Nat.Sci)	37.5	
			Maximum points (Qualification)	37.5
	Experience: Years' of relevant experience in Water Resilience <u>and</u> integrated water resource management projects. Experience must demonstrate projects with similar to the scope of works and scale, and include projects aspiring to water sensitivity. This will include verifiable experience in the water resource field, specifically focussed on large catchment hydrological modelling, system modelling (e.g. DWS's WRPM, WRYM or MIKE Suite, or similar) and stream flow assessments. Experience must demonstrate projects with similar to the scope of works and scale, and include projects aspiring to water sensitivity. . It is required that the personnel with adequate experience undertake and manage water resource feasibility studies of this nature.	Less than 10 years' experience.	7.5	
		10 to 14 years' experience.	22.5	
		More than 15 years' experience.	37.5	
			Maximum points (Experience)	37.5
TOTAL (Maximum points Water Resilience Advisory Engineering Expert)			75.0	

Key Staff CLUSTER B	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points
Climate Change Advisory Expert	Qualification:	A diploma in climate change.	7.5
		An undergraduate degree in the natural or environmental sciences.	22.5
		A post-graduate degree in the natural or environmental sciences and Professionally Registered Natural Scientist (Pr.Nat.Sci).	37.5
			Maximum points (Qualification)

Key Staff CLUSTER B	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points
	Experience: Years' relevant experience in Climate Adaption and Climate Change Projects similar to the scope of works.	Less than 10 years' experience.	7.5
		10 to 14 years' experience.	22.5
		More than 15 years' experience.	37.5
	Maximum points (Experience)		37.5
TOTAL (Maximum points Climate Change Advisory Expert)			75.0

Key Staff CLUSTER B	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points
Catchment Management/ Ecology Advisory Expert	Qualification:	A diploma in civil engineering.	7.5
		An undergraduate degree in civil engineering with a catchment management focus.	22.5
		A post-graduate degree in the Catchment Management field.	37.5
	Maximum points (Qualification)		37.5
	Experience: Years' relevant experience in catchment management projects similar to the scope of works.	Less than 10 years' experience	7.5
		10 to 14 years' experience.	22.5
		More than 15 years' experience.	37.5
Maximum points (Experience)		37.5	
TOTAL (Maximum points Catchment Management/ Ecology Advisory Expert)			75.0

2.2.1.1.3 (c) EVALUATION CRITERIA FOR SCORING PANEL TENDER STAFF FOR CLUSTER C

The scoring of qualifications and experience of key staff in terms of minimum requirements for work required CLUSTER C will be as follows:

Key Staff CLUSTER C	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points	
Programme Manager	Qualification:	A certificate in Project Management.	7.5	
		An undergraduate degree or diploma in Project Management plus registration as PM, or PMP.	15.0	
		A post graduate Degree in Project Management, plus registration as PM, or PMP.	37.5	
			Maximum points (Qualification)	37.5
	Experience: Years' relevant experience in transversal Programme Management on projects similar to the scope of works involving continuous improvement, asset management, organisational improvement, change management, culture, design, performance management, restructuring and human resources type projects.	Less than 10 years' experience.	7.5	
		10 to 14 years' experience.	22.5	
		More than 15 years' experience.	37.5	
			Maximum points (Experience)	37.5
TOTAL (Maximum points Programme Manager)			75.0	

Key Staff CLUSTER C	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points
Continuous Improvement Advisory Expert	Qualification: A suitable diploma or degree Business Management, Engineering, Science, Environment, Quality, Innovation Management or Community Development or Staff Development or Sociology.	A certificate in Business Management, Engineering, Science, Environment, Quality, Innovation Management, and a certificate Community Development or Staff Development or Sociology.	7.5

Key Staff CLUSTER C	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points
		A recognised Diploma in Business Management, Engineering, Science, Environment, Quality, Innovation Management and a recognised certificate Community Development or Staff Development or Sociology.	22.5
		An undergraduate degree in Business Management, Engineering, Science, Environment, Quality, Innovation Management and a recognised certificate Community Development or Staff Development or Sociology.	37.5
	<u>Certification</u>	Lean Six Sigma Black Belt or Lean Six Sigma Master Black Belt, or equivalent	7.5
	Maximum points (Qualification and certification)		37.5
	<u>Experience:</u> Years' relevant experience in Continuous Improvement projects for organizations, similar to the scope of works.	Less than 5 years' experience.	7.5
		5 to 10 years' experience.	22.5
		More than 10 years' experience.	37.5
	Maximum points (Experience)		37.5
TOTAL (Maximum points Continuous Improvement Advisory Expert)			75.00

Key Staff CLUSTER C	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points
Asset Management Expert	<u>Qualification:</u>	An asset management certificate.	7.5
		A diploma in Asset Management, or is ISO 55 000 certified.	22.5
		An undergraduate degree in Asset Management or Business Management.	30.0
	<u>Certification</u>	Certified as an asset management practitioner: ISO 55 000/ PAS 55	7.5

Key Staff CLUSTER C	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points
	Maximum points (Qualification including certification)		37.5
	Experience: Years' relevant experience in Proactive Maintenance Programmes similar to the scope of works.	Less than 5 years' experience.	7.5
		5 to 10 years' experience.	22.5
		More than 10 years' experience.	37.5
	Maximum points (Experience)		37.5
TOTAL (Maximum points Asset Management Expert)			75.00

Key Staff CLUSTER C	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points
Organizational Renewal and Work Study Advisory Expert	Qualification:	National Diploma in Industrial Engineering.	7.5
		An undergraduate degree in Human Resources Management, or Industrial and Organisational Psychology, or Industrial Engineering.	22.5
		A post-graduate degree in Industrial & organisational psychology, or Industrial Engineering, or Human Resources Management.	30.0
		A post-graduate degree in Human Resources Industrial and Organisational Psychology with professional registration/ or industrial engineering.	37.5
	Maximum points (Qualification)		37.5
	Experience: Years' relevant experience in Conducting Work Study Projects similar to the scope of works, such as Business Improvement, Structural Realignment, Organisational Design, Functional Analysis and Operational Alignment. Job Description review and optimisation, Organisational Structure review, Change Management process and	Less than 5 years' experience.	7.5
5 to 10 years' experience.		22.5	

Key Staff CLUSTER C	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points
	Organisational Performance assessment, i.e. real vacancy rate in different areas of the business.	More than 10 years' experience.	37.5
	Maximum points (Experience)		37.5
TOTAL (Maximum points Organizational Renewal and Work Study Advisory Expert)			75.00

Key Staff CLUSTER C	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points
Organisational Culture Transformation Expert	Qualification:	A National diploma in Human Resources Management.	7.5
		An undergraduate degree in Human Resources Management, or Industrial Psychology.	22.5
		A post-graduate degree in Human Resources Management, or Industrial Psychology.	30.0
		A post-graduate degree in Human Resources Management, or Industrial Psychology and professional registration as an Industrial Psychologist.	37.5
	Maximum points (Qualification)		37.5
	Experience: Years of experience in mind-set shift and organisational culture diagnosis, design and implementation of organisational culture intervention programmes focused on transforming organisational culture (leadership intervention for different layers of leadership i.e. Executive coaching). Years of experience in developing employee engagement strategies i.e. (leadership engagement, performance management), implementation and monitoring of programmes.	Less than 5 years' experience.	7.5
		5 to 10 years' experience.	22.5
		More than 10 years' experience.	37.5
	Maximum points (Experience)		37.5
	TOTAL (Maximum points Organisational Culture Transformation Expert)		

Key Staff CLUSTER C	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points	
Performance and Talent Management Expert	Qualification:	A national Diploma in Human Resources Management.	7.5	
		An undergraduate degree in Human Resources Management or Industrial Organisational Psychology	22.5	
		A post-graduate degree in Human Resources Management or Industrial Organisational Psychology	30.0	
		A post-graduate degree in Human Resources Management or Industrial Organisational Psychology, and professional registration as an Industrial Psychologist	37.5	
			Maximum points (Qualification)	37.5
	Experience: Years' relevant experience in talent management, aligning talent to organisational performance, performance management, and diagnostic design of talent management strategies and alignment. Talent development, particularly artisan technical skills.	Less than 5 years' experience.	7.5	
		5 to 10 years' experience.	22.5	
		More than 10 years' experience.	37.5	
			Maximum points (Experience)	37.5
	TOTAL (Maximum points Performance and Talent Management Expert)			75.00

2.2.1.1.3 (d) EVALUATION CRITERIA FOR COMPANY/ ENTITY/TENDERER'S EXPERIENCE AND CAPABILITY

The scoring for company/ entity/tender's capability and experience will be as follows:

	Evaluation Criteria and compulsory requirements	Scoring Criteria	Points
Capability	Tendering Entity's period of experience related to scope of work for which is being tendered.	Less than 3 years	0
		4 to 9 years	5
		More than 10 years	10
Maximum points Capability			10
Experience	Work to be undertaken in terms of number of projects similar to the Indicative Scope of Work/ Specification	0 to 3 projects	0
		4 to 6 projects	5
		7 - 10 projects	10
		More than 10 projects	15
Maximum points Experience			15
TOTAL (Maximum points)			25

NOTE: Complete one for each cluster for which work is being contemplated, as shown in Schedule 15A

2.2.2 Cost of tendering

The CCT will not be liable 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.

2.2.3 Check documents

The documents issued by the CCT for the purpose of a tender offer are listed in the index of this tender document.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the CCT at once to have the same rectified.

2.2.4 Confidentiality and copyright of documents

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

2.2.5 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.

2.2.6 Acknowledge and comply with notices

Acknowledge receipt of notices to the tender documents, which the CCT may issue, fully comply with all instructions issued in the notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

2.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information.

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.

2.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information, where possible.

2.2.9 Pricing the tender offer

Pricing or rates will only be applicable to secondary stage tenders where a work package brief or specification requires work to be executed.

2.2.9.1 Comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

2.2.11.1 Unless otherwise stated in the tender conditions submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

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

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

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 CCT 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 tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements.

2.2.11.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 Submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

2.2.12.2 Return the entire document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.2.12.3 Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English.

1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

2.2.12.4 Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions 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 CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

2.2.12.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. If it is not possible to submit the original tender and the required copies (see 2.2.12.3) 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.

2.2.12.7 Accept that the CCT shall 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.

2.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

2.2.12.9 By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

2.2.12.10 Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

2.2.12.12 The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled **List of Other Documents Attached by Tenderer**.

2.2.13 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 CCT as non-responsive.

2.2.14 Closing time

2.2.14.1 Ensure that the CCT receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.

2.2.14.2 Accept that, if the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

2.2.14.3 Accept that, the CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

2.2.15 Tender offer validity and withdrawal of tenders

2.2.15.1 Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.

2.2.15.2 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.

2.2.15.3 A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

2.2.16 Clarification of tender offer, or additional information, after submission

Provide clarification of a tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request. No change in the

competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the CCT elect to do so.

Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CCT's written request may render the tender non-responsive.

2.2.17 Provide other material

2.2.17.1 Provide, on request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. 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 CCT's request, the CCT may regard the tender offer as non-responsive.

2.2.17.2 Provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million**:

- 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;
- 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;
- 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;
- 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.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers undertake to fully cooperate with the CCT's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CCT.

2.2.18 Samples, Inspections, tests and analysis

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

If the **Specification** requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CCT in writing, then the bid concerned may be declared non-responsive.

The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

2.2.19 Certificates

The tenderer must provide the CCT with all certificates as stated below:

2.2.19.1 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, 2nd 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 of Good Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

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).

2.2.19.2 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 2.2.1.1.2.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 CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd 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 **Details of Tenderer** pages of the tender submission.

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.

2.2.20 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. 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 **upon written request to do so by the CCT**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

2.2.21 Claims arising from submission of tender

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 himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods 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 himself 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 CCT to clarify the actual requirements of anything 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 CCT's Supply Chain Management Policy.

The CCT will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

2.3.1.1 Unless otherwise stated in the Tender Conditions, respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

2.3.1.2 The CCT's representative for the purpose of this tender is stated on the General Tender Information page.

2.3.2 Issue Notices

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. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

2.3.3 Opening of tender submissions

2.3.3.1 Unless the two-envelope system is to be followed, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.

2.3.3.2 Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices and the preferences indicated.

2.3.3.3 Make available a record of the details announced at the tender opening meeting on the CCT's website (<http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx>.)

2.3.4 Two-envelope system

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

2.3.4.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 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 and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

2.3.6 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.

2.3.7 Test for responsiveness

2.3.7.1 Appoint a Bid Evaluation Committee and determine after opening 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.

2.3.7.2 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 CCT's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) significantly change the CCT'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 any material deviation or qualification.

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Price Schedule; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
 - ii) the summation of the prices; or
 - iii) calculation of individual rates.

2.3.8.2 The CCT must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If 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 tendered shall govern, and the unit rate shall be corrected.
- c) 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 Price Schedules apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

2.3.8.3 In the event of tendered rates or lump sums being declared by the CCT 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 CCT 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 CCT, 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 CCT, the CCT may declare the tender as non-responsive.

2.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, 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.

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.

2.3.10.1.2 For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

- a. If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b. If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c. If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

2.3.10.1.3 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.

2.3.10.2 Decimal places

Score financial offers, preferences and functionality, as relevant, to two decimal places.

2.3.10.3 Scoring of tenders (price and preference)

Not applicable to this tender.

2.3.10.3.2 Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.

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

2.3.10.3.4 Applicable formula:

Either the 80/20 or 90/10 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preference point system

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

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

Where: P_s is the number of points scored for price;
 P_t is the price of the tender under consideration;
 P_{min} is the price of the lowest responsive tender.

Preference points shall be scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.

A maximum of 20 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **20** adjudication points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor*	0

*A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor.

or, in respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
less than 51%	4	12
at least 51% but less than 100%	2	18
100%	1	20

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
at least 51% but less than 100%	2	18
100%	1	20

The total number of adjudication points (N_T) shall be calculated as follows:

$$N_T = P_s + N_P$$

Where: P_s is the number of points scored for price;
 N_P is the number of points scored for preference.

OR

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders over a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$P_s = 90 \times \left(1 - \frac{(P_t - P_{min})}{P_{min}}\right)$$

Where: P_s is the number of points scored for price;
 P_t is the price of the tender under consideration;
 P_{min} is the price of the lowest responsive tender.

Preference points shall be scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.

A maximum of 10 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **10** adjudication points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor.

or, in respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed Status Contributor	B-BBEE Level of Contributor	Number of Points for Preference
less than 51%	4		5
at least 51% but less than 100%	2		9
100%	1		10

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed Status Contributor	B-BBEE Level of Contributor	Number of Points for Preference
at least 51% but less than 100%	2		9
100%	1		10

The total number of adjudication points (N_T) shall be calculated as follows:

$$N_T = P_s + N_P$$

Where: P_s is the number of points scored for price;
 N_P is the number of points scored for preference.

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

2.3.10.5 Risk Analysis

Notwithstanding compliance with regard to any requirements of the tender, the CCT 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 CCT reserves the right to consider a tenderer's existing contracts with the CCT 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 CCT in determining the acceptability of the tender offer.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CCT that he/she has the resources and skills required.

2.3.11 Negotiations with preferred tenderers

The CCT 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.

2.3.12 Acceptance of tender offer

Notwithstanding any other provisions contained in the tender document, the CCT reserves the right to:

2.3.12.1 Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

2.3.12.2 Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.

2.3.12.3 Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s):

- 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,
- 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, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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

2.3.12.4 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.

2.3.12.5 The CCT 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.

2.3.13 Prepare contract documents

2.3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:

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

2.3.13.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

2.3.14 Notice to successful and unsuccessful tenderers

2.3.14.1 Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT'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

2.3.14.2 The CCT 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.

2.3.15 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.

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 37 of 131

TENDER NO: [223C/2022/23

TENDER DESCRIPTION: PROFESSIONAL SERVICE PANEL FOR PROJECTS TO SUPPORT IMPLEMENTATION OF WATER STRATEGY VIA KFW GRANT

CONTRACT PERIOD: 36 MONTHS FROM DATE OF COMMENCEMENT

VOLUME 2: RETURNABLE DOCUMENTS

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

 Individual / Sole Proprietor

 Close Corporation

 Company

 Partnership or Joint Venture or Consortium

 Trust

 Other:

1.2 Required Details (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen domicilium citandi et executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ <div style="text-align: center;">(Name & Surname)</div> Telephone: (____) _____ Fax:(____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

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)
Questionnaire to Bidding Foreign Suppliers	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) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No
Other Required registration numbers	

(4) FORM OF OFFER AND ACCEPTANCE**TENDER [No. 223C/2022/23: PROFESSIONAL SERVICE PANEL FOR PROJECTS TO SUPPORT IMPLEMENTATION OF WATER STRATEGY VIA KFW GRANT]****OFFER: (TO BE FILLED IN BY TENDERER):**

Required Details (Please provide applicable details in full):

Name of Tendering Entity* (“the tenderer”)	
Trading as (if different from above)	

AND WHO IS represented herein by: (full names of signatory)

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the **Price Schedule**.
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

Signature(s)

Print name(s):
On behalf of the tenderer (duly authorised)

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER [No. 223C/2022/23: PROFESSIONAL SERVICE PANEL FOR PROJECTS TO SUPPORT IMPLEMENTATION OF WATER STRATEGY VIA KFW GRANT

ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

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 supplier the amount due in accordance with the conditions of contract. 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:

- (7) & (8): Special and General Conditions of Tender
- (5) Price schedule
- (13): Specifications

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 to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the special contract conditions. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the 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 supplier) 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	Supplier
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		

(5) PRICE SCHEDULE

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

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’

**Price Schedules are not applicable this tender,
but will be required for all the Secondary Tenders.**

INITIALS OF CITY OFFICIALS		
1	2	3

5.1 RATES SCHEDULE FOR PROFESSIONAL SERVICES

**Rates Schedules are not applicable in this tender,
but will be required for all the secondary stage tenders.**

INITIALS OF CITY OFFICIALS		
1	2	3

(6) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium’s behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

Account Holder: _____

Financial Institution: _____

Branch Code: _____

Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by tenderer schedule.

Schedule 2: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing? (Please mark with X)

YES		NO	
-----	--	----	--

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
(ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

YES		NO	
-----	--	----	--

2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

YES		NO	
-----	--	----	--

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? (Please mark with X)

YES		NO	
-----	--	----	--

4.1 If YES, furnish particulars below

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, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

Date

Schedule 3: Preference Schedule

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- **the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and**
- **the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).**

1.2

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means 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;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means 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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in

paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

For official use.		
SIGNATURE OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

Schedule 4: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, 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, shareholder²).....
 - 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 tenderer 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

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

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 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, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

Date

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

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

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

Schedule 5: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

YES		NO	
-----	--	----	--

1.1 If yes, the tenderer is required to set out the particulars in the table below:

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

- 2.1 any inducement or reward to the CCT for or in connection with the award of this contract; or
- 2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

YES		NO	
-----	--	----	--

If yes, the tenderer is required to set out the particulars in the table below:

Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the City of Cape Town, please contact the following:

the City's anti-corruption hotline at 0800 32 31 30 (toll free)

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, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

 Date

Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, 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 fraudulent 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) or Database of Restricted Suppliers.

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	<p>Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p>Was the tenderer or any of its directors/members 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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		

Item	Question	Yes	No
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:		

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, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

 Date

Schedule 7: 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)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

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, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Physical Business address(es) of the tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

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

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

 Date

**Schedule 8: Contract Price Adjustment and/or Rate of Exchange
Variation**

NOT APPLICABLE TO PANEL STAGE OF TENDER

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **No. 223C/2022/23: PROFESSIONAL SERVICE PANEL FOR PROJECTS TO SUPPORT IMPLEMENTATION OF WATER STRATEGY VIA KFW GRANT** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : _____ (Name of tenderer)

That:

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 authorised 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 authorised 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 organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 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 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 tender invitation 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, Act 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 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

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

¹ Consortium: 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.)

Schedule 10: Local Content Declaration / Annexure C

NOT USED IN THIS TENDER

Schedule 11: Price Basis for Imported Resources

NOT USED IN THIS TENDER

Schedule 12: Schedule of Pre-Qualification Criteria Sub-Contractors

NOT USED IN THIS TENDER

Schedule 13: List of other documents attached by tenderer

The tenderer has attached to this schedule, the following additional documentation:

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required – pages must also be signed and dated.

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

 Date

Schedule 14: 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 – pages must be signed and dated.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender

The following information shall be provided with the Tender:

1. A company/ entity/ tenderer profile and capability statement per Schedule 15A must be submitted by:
 - a. A lead bidding entity in a joint venture (JV), Partnership or Consortium; and
 - b. Each individual entity or individuals wishing to be considered eligible for membership of the professional services panel.
2. Company experience using the attached Proforma.
 - a. The information regarding previous projects and work must be relevant to the various transversal programmes and work streams/ work packages described in the indicative specification in the tender.
 - b. The indicative high-level scopes of work packages serve as a guideline to the resources and skills required for a panel member to execute on work packages, which will be finalised and advertised to the panel as secondary tenders to meet the objectives for supporting the implementation of the City's Water Strategy.
 - c. Documents must not exceed 5 pages.
 - d. Preference of work to be done in clusters must be marked clearly in the accompanying schedule, and must be in line with professional qualifications and experience deemed of resources, in order to qualify for services that may be provided.
 - e. This must be signed by the person authorised to deal with the tender.
3. A CV per staff member or sub-contractor who will be performing work, stating relevant projects and work in relation to the indicative specification's requirements, using the attached proforma per Schedule 15B.
 - a. Preference of work to be done in clusters must be marked clearly in the accompanying schedule, and must be in line with professional qualifications and experience, in order to qualify for services that may be provided.
 - b. This schedule and addenda must be signed by the person submitting a personal CV.
4. The declaration that is required by KfW in Schedule 16 must be completed, signed and returned.

Schedule 15A: (Functionality) - Demonstrated Experience of Tendering Entity

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to it and those currently being undertaken. Each member of the tendering entity must submit a completed capability statement in the format shown below.

Schedule 15A: (Functionality) - Demonstrated Experience and Capability of Tendering Entity				
ENTITY DETAILS	NAME OF ENTITY: JV/ PARTNERSHIP/ CONSORTIUM/ INDIVIDUAL COMPANY that is tendering [as applicable]			
COMPANY NAME		Co. Registration Number		AUTHORISED SIGNATURE
Only if a member of a collective entity:	1.	2.	3.	4.
NAMES OF OTHER ENTITIES/ INDIVIDUALS who will be available for tenders in a second competitive tender phase. <u>Each one to submit a capability statement.</u>	5.	6.	7.	8.
	9.	10.	11.	12.
Indicate (tick) which Cluster Tenders or portions of Cluster Tenders may be tendered on in terms of capability and competent resources.	CLUSTER A	Comments:		
	CLUSTER B	Comments:		
	CLUSTER C	Comments:		
Notes in support of capability, resources, experience & projects relevant to the scope of work (if space is insufficient, attach loose pages with returnable schedules, number and sign each page).				

Schedule 15A: (Functionality) - Demonstrated Experience and Capability of Tendering Entity						
ENTITY DETAILS		NAME OF ENTITY: JV/ PARTNERSHIP/ CONSORTIUM/ INDIVIDUAL COMPANY that is tendering [as applicable]				
COMPANY NAME			Co. Registration Number		AUTHORISED SIGNATURE	
PROJECT EXPERIENCE DETAILS RELEVANT TO THIS TENDER AND SECONDARY TENDERS PER SCOPE OF WORKS						
Project name	Client	Country	Brief Project Details and notes about main roles and responsibilities (state company responsible for project if more part of a consortium/ JV/ partnership)	Person days on project	Project start date	Project completion date

Schedule 15A: (Functionality) - Demonstrated Experience and Capability of Tendering Entity						
ENTITY DETAILS		NAME OF ENTITY: JV/ PARTNERSHIP/ CONSORTIUM/ INDIVIDUAL COMPANY that is tendering [as applicable]				
COMPANY NAME		Co. Registration Number		AUTHORISED SIGNATURE		
Project name	Client	Country	Brief Project Details and notes about main roles and responsibilities (state company responsible for project if more part of a consortium/ JV/ partnership)	Person days on project	Project start date	Project completion date

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

SIGNED ON BEHALF OF TENDERER (duly authorised): Date: _____

Schedule 15B: (Functionality) - Qualifications and Demonstrated Experience of Key Staff

The tenderer shall insert in the table provided below a list of the resources in terms of roles to complete work. Every resource must submit a completed abridged CV as per the following pro forma.

Schedule 15B: (Functionality) - Qualifications and Demonstrated Experience (Staff)							
(A) PERSONAL DETAILS OF PROFESSIONAL CONSULTANT							
NAME			ID/ PASSPORT No.			SIGNATURE	_____
Relevant Education/ qualification and Training	1	2		3		4	
	5	6		7		8	
	9	10		11		12	
EMPLOYER (Current)			Years employed by current employer?		Total years' work experience after final graduation/ qualification?		Total years' relevant experience to scope?
Based in which city?							
Indicate (tick) which Cluster Tenders or portions of Cluster Tenders may be tendered on in terms of education, experience and competency.	CLUSTER A		Comments:				
	CLUSTER B		Comments:				
	CLUSTER C		Comments:				

NAME		ID/ PASSPORT No.		SIGNATURE		
(B) PROJECT AND WORK EXPERIENCE RELEVANT TO THIS REQUEST FOR PROPOSAL						
Schedule 15B: (Functionality) - Qualifications and Demonstrated Experience (STAFF)						
Project name	Employer at time of project	Client	Country	Brief Project Details and Notes about seniority and main responsibilities	Person days on project	Project start date, e.g. 1 Jun 2001 (a) Project end date, e.g. 1 June 2004, or "current" if active (b)

NAME		ID/ PASSPORT No.		SIGNATURE		
(B) PROJECT AND WORK EXPERIENCE RELEVANT TO THIS REQUEST FOR PROPOSAL						
Schedule 15B: (Functionality) - Qualifications and Demonstrated Experience (STAFF)						
Project name	Employer at time of project	Client	Country	Brief Project Details and Notes about seniority and main responsibilities	Person days on project	Project start date, e.g. 1 Jun 2001 (a) Project end date, e.g. 1 June 2004, or "current" if active (b)
Notes in support experience & projects (if space is insufficient, attach loose pages with name of consultant together with returnable schedules and sign)						

Number of additional sheets appended by the tenderer to this Schedule – all sheets to be signed and dated (If nil, enter NIL).

Schedule 16: Declaration of Undertaking per Annex 2 of KfW Agreement

Reference name of the Application/Offer/Contract: **TENDER NO. 223C/22/23: PROFESSIONAL SERVICE PANEL FOR PROJECTS TO SUPPORT IMPLEMENTATION OF WATER STRATEGY VIA KfW GRANT (Contract)¹**

To: **CITY OF CAPE TOWN** ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")² subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.

2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or

¹ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

² The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

- 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
- 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
- 3.5) in the case of procurement of Works, Plant or Goods:
- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
- 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
- 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation³ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other

3 In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.

8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfilment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁴: _____

Signature: _____ Dated: _____

⁴ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 77 of 131

TENDER NO: [[223C/2022/23

TENDER DESCRIPTION: PROFESSIONAL SERVICE PANEL FOR PROJECTS TO SUPPORT IMPLEMENTATION OF WATER STRATEGY VIA KFW GRANT

CONTRACT PERIOD: 36 MONTHS FROM DATE OF COMMENCEMENT

VOLUME 3: DRAFT CONTRACT

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

VOLUME 3: DRAFT CONTRACT (7) SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract:

1. Definitions

Delete Clause 1.15 and substitute with the following

- 1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

Delete Clause 1.19 and substitute with the following

- 1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001**.

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 1.27 "Intellectual Property" means 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

3. General Obligations

Delete Clause 3.2 in its entirety and replace with the following clauses.

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT'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.
- 3.4.2 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 City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee;
- b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11);
- c) Initial delivery programme;
- d) Other requirements as detailed in the tender documents.

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser;

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required;

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods;

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy;

3.5.7 Comply with all written instructions from the purchaser subject to clause 18;

3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period.

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier;

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations;

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements;

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier;

3.6.2 Make payment to the **supplier** for the goods as set out herein;

3.6.3 Take possession of the goods upon delivery by the supplier;

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract;

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents;

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10;

3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended;

3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

5. Use of contract documents and information; inspection, copyright, confidentiality, etc.

Add the following after clause 5.4:

5.5 Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

5.6 **Publicity and publication**
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.

5.7 **Confidentiality**
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.

5.8 **Intellectual Property**

5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer;

5.8.2 The supplier 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;

5.8.3 The supplier shall, and warrants that it shall:

5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier 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;

5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

5.8.3.4 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 Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above, unless the Employer expressly agrees thereto in writing after obtaining due internal authority;

5.8.4 The supplier 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 supplier of any third party's Intellectual Property rights;

5.8.5 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 supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clause 7.1 and replace with the following:

Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required for the panel tender to complete same. **Performance Security** to the value of 7% of the value of a contract will be applicable to the secondary tenders.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.

10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period. This will be a requirement for the secondary tender.

In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT will retain its right of recourse against the supplier.

- 11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered.

16. Payment

Delete Clause 16.1 in its entirety and replace with the following:

- 16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure 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.

Delete Clause 16.2 in its entirety and replace with the following:

- 16.2 The supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

Add the following after clause 16.4

- 16.5 Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

- 17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

- 17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

NOT APPLICABLE to this tender as no rates are applicable, but will be specified for the secondary tenders.

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled “**Price Basis for Imported Resources**” and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on 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 **CCT’s** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing 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)).

17.5.1 Adjustment for variations in rates of exchange:

- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) 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 (c) below.
- (c) 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 Price Schedule for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier 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 (e) below.
- (e) The 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 Plant and Materials inserted by the Tenderer on the scheduled titled “**Price Basis for Imported Resources**”.
- (f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on 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 this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.
- (h) The adjustments shall be calculated upon the value in foreign currency in the 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 on the schedule titled “**Price Basis for Imported Resources**”, then the value in column (A) shall be used.

17.5.2 Adjustment for 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 on 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 Supplier shall advise the CCT’s Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Supplier 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.

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

18. Contract Amendments

Delete the heading of clause 18 and replace with the following:

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

20. Subcontracts

Add the following after clause 20.1:

20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.

20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

Delete Clause 21.2 in its entirety and replace with the following:

21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract is subject to the conditions of disbursement by KfW of the grant fund, as well as not meeting its contractual obligations, and shall be:

[22.1.1 If the performance of the supplier at any stage after the award of the tender results in the grant funding for the project being stopped by KfW, the full value of the invoices already paid by the City, shall be repayable within 30 days of a written notification by the City, and no further payment will be made.

- 22.1.2 If the supplier commits any fraudulent activity, the full value of the invoices already paid by the City, shall be repayable within 30 days of a written notification by the City, and no further payment will be made.
- 22.1.3 If the performance of the supplier regarding the performance of work or delivering results in terms of its contractual obligations that requires the City to terminate the contract, all reimbursements against invoices already made, are repayable within 30 days of a formal written notification by the City.]

22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

23. Termination for default

Delete the heading of clause 23 and replace with the following:

23. Termination

Add the following to the end of clause 23.1:

if the supplier fails to remedy the breach in terms of such notice

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
 - 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
 - 23.8.2 The parties by mutual agreement terminate the contract.
 - 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
 - 23.8.4 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 City Manager follows the processes as described in the purchasers SCM Policy.
 - 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
 - 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;
 - 23.8.5.4 negative social media reports; or
 - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes.
- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
 - 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
 - 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at

any time by giving written notice to the supplier (via the liquidator).

- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

Delete Clause 27.2 in its entirety and replace with the following:

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to enable a settlement.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

28. Limitation of Liability

Delete clause 28.1 (b) and replace with the following:

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.

- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract 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

32. Taxes and Duties

Delete the final sentence of 32.3 and replace with the following:

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

Add the following after clause 32.3:

- 32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

- 35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

SPECIAL CONDITIONS OF CONTRACT (SCC) SUPPLEMENTARY TO AND MUST BE READ WITH THE CORRESPONDING PROVISIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC), RELEVANT TO THE PROVISION OF SERVICES, ISSUED BY THE NATIONAL TREASURY.

WHENEVER THERE IS A CONFLICT BETWEEN THE SCC AND THE GCC, THE PROVISIONS OF THE SCC SHALL PREVAIL.

36 Equivalence of foreign qualifications and registration with sector bodies

- 36.1 A supplier who employs experts with international qualifications, or who are a member of a recognised sector organisation outside of South Africa, must provide proof of such registrations and associations prior to the initiation of the secondary tenders.
- 36.2 Qualifications must be verified by the tenderer at its cost to conform to the minimum standards set by the National Qualification Framework (NQF) for different levels of qualification, which are determined set by the South African Qualifications Authority (SAQA).

- 36.3 Failure by the tenderer to obtain the necessary certification to provide proof will disqualify the tenderer from being evaluated and considered for a particular bid.

37 Tax registration: foreign companies

- 37.1 A supplier who is based outside of South Africa, must provide proof of registration, as required by of the SA Revenue Services (SARS) per the Municipal Finance Management Act, Circular 90 (Tax compliance status), by completing form MBD 1.
- 37.2 If a foreign company is not obliged to register as a tax payer with SARS, such a supplier will in terms of these conditions, provide written proof of registration and its current status in its country of origin, which shall be deemed to be a returnable schedule.
- 37.3 If the tax status does not comply with the country of origin's legislation and requirements, the City reserves the right to not appoint the supplier to the panel, or to award any work in the secondary tender stage.
- 37.4 If the supplier's tax status changes after an award during the execution of the contract, the supplier will be liable for repayment of all payments made up to the date on which the supplier became non-compliant.

38 Contracting period and responsibility: Panel of Consultants

The contract period for the panel may not exceed thirty-six (36) months from the date of commencement of contract.

39 Project Initiation and Contract Period

The contract for a second stage tender that has been awarded, will commence on the final date of signature of the service level agreement between the parties, and will endure for a period determined in an advertised tender, which may not exceed the contract period for the panel tender.

40 Combining Skills and Expertise: Partnership/ JV/ Consortium

- 40.1 A Partnership/ JV/ Consortium may be established before a bid is submitted for the panel tender. A suitable agreement e.g. for Joint Venture, Partnership, Consortium, etc. that describes roles, responsibilities and deliverables of individual members for executing work and deliverables to complete work for the secondary tender must be signed by all parties.
- 40.2 A Partnership/ JV/ Consortium may be established among panel members before a bid is submitted for a secondary tender. A suitable agreement e.g. for Joint Venture, Partnership, Consortium, etc. that describes roles, responsibilities and deliverables of individual members for executing work and deliverables to complete work for the secondary tender must be signed by all parties.
- 40.3 Such an agreement is part of the returnable schedules and documents, which must be returned as part of a tenderer's bid.
- 40.4 After a tender is awarded, no entity may contract to combine resources with other panel member
- 40.5 After a tender has closed, no entity may sub-contract in resources that are not members of the panel, unless it is to substitute a previously appointed member of the panel who is no longer available.

41 Responsibility of Lead Consultant (JV/ Partnership/ Consortium)

For a team, a Lead Consultant must be appointed in terms of the agreement. The Lead Consultant will take responsibility for managing inputs and deliverables by other consultants, as well as the production of outputs, and the collation, content and submission of invoices at all times.

42 Substitution of consultants after appointment to the panel or in future projects

- 42.1 If a consultant who is appointed to the original panel is unable to continue to provide services for whatever reason, a company/ entity/ tenderer may supply an alternative (replacement) on a "like-for-like-or-better" principle, i.e. with similar or better qualifications, skills and experience to meet the original tender

conditions.

- 42.2 The application for substitution must be made in writing to the City's Project Manager as soon as this becomes known that such a situation has arisen, and is only valid if agreed to in writing by both parties.
- 42.2.1 The supplier must communicate the credentials of the proposed new subcontractor to the City in the same format and adhering to the same content requirements as for the appointment of original subcontractors.
- 42.2.2 The appointment of the new subcontractor will become effective upon approval by the City's project manager in writing.
- 42.3 Staff with lesser qualifications and experience may not perform work on contracts to finalise assessments, evaluations, reports and recommendations in secondary tenders.
- 42.4 If an entity is unable to supply a substitute who matches the functionality criteria, the entity or individual will be excluded from tendering on a speciality in a tender, and the City reserves the right to cancel all contracts that have already been awarded that contain such work with prejudice.
- 42.5 If a cancellation occurs after the award of a secondary tender, the City will appoint the alternative bidder identified at the time of the original award.

43 Subcontracting after award of tenders

No subcontracting between panel members or outside parties is allowed after the award of a tender, unless this is to substitute a member of the panel whose services are no longer available, as per the previous clause.

44 Project reporting requirements

- 44.1 Reporting for secondary stage projects must be based on milestones and deliverables as per the schedule that is agreed to between the City and the supplier.
- 44.2 Ad hoc reporting is required as and when unplanned or ad hoc events occur.
- 44.3 Monthly feedback reports must be provided, which must include the following detail:
- progress against the delivery schedule, for purposes of monitoring the outputs and payments;
 - unusual events impacting progress;
 - events and activities requiring attention or consideration;
 - risks arising and actions to reduce risk;
 - invoicing, cash flow and budget status.
- 44.4 Quarterly reporting is required to inform KfW regarding the progress and financial flows generated by the contract, linked to performance, deliverables and events during a period.
- 44.5 Annual reporting is also required to inform KfW to summarise a year's performance, deliverables and events.
- 44.6 A final report will be required as a close-out to the contract, to summarise all aspects of a project and provide final results.
- 44.7 The supplier must provide reports required by the City's internal or external auditors, upon demand.

45 Provision of Data to City Auditors

The supplier is obliged to supply any data in its possession emanating from its work in terms of this tender to the internal or external auditors of the City, upon request.

46 Data and Modelling

The supplier is obliged to provide the raw and processed data pertaining to the execution of a project that may include modelling as required in terms of a contract for a secondary tender.

47 Terms and conditions of payment

- 47.1 Payment will be made per the City's standard terms, after the approval of work, per the submitted invoices and supporting documentation by the supplier.
- 47.2 This is a "pay-on-performance" contract. Payments will only be made against milestones and deliverables (outputs) as per the payment and deliverables schedule against a schedule of milestones and deliverables, which is to be agreed to between the bidder and the City, within one week after project inception.
- 47.3 Payment will be made after the City agrees to the quality of the work that is delivered to achieve the objectives and produce deliverables.
- 47.4 Payment against invoices for work in progress that will achieve milestones aimed at completing the final output, will not exceed 70% of the value of the award.
- 47.5 The remaining 30% of the value will be payable once the final deliverables are produced. Should the supplier fail to meet the agreed deliverables and milestones to the satisfaction of the City, the City reserves the right to withhold the outstanding payment until satisfactory completion of the deliverable(s).
- 47.6 If the supplier is unable to deliver the final output in terms of the specification, the bid and what has been agreed, the City reserves the right to not pay the final invoice.
- 47.7 Should the supplier be in breach of conditions pertaining to fraudulent or unlawful activity, the City reserves the right to withhold any outstanding payments until proof to the contrary has been provided.

48 Liability to Pay Subcontractors

- 48.1 Notwithstanding the contents of any subcontracting agreements made prior to the submission of bids, the supplier is liable for the management and administration of subcontracted work.
- 48.2 The supplier is furthermore liable for payment of all charges of subcontractors and hereby indemnifies the City in respect of payment of such charges.

49 Failure to produce deliverables

Failure by the supplier to produce agreed deliverables will entitle the City to withhold payment until such deliverables are produced, and to claim damages, provided that a damages claim will only apply in the event of default not related to the loss of data.

50 Final Terms and Conditions of Contract

These special conditions of contract may be varied or supplemented by further terms and conditions emanating from negotiations between the parties subsequent to the award, and will be added as an addendum to a service level agreement that will be entered into.

(8) GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and

major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 'Day' means calendar day.

1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.

1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.

1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 'GCC' means the General Conditions of Contract.

1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.

1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.

1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 'Project site', where applicable, means the place indicated in bidding documents.

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the purchaser.

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
 - 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 50.1 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in the SCC.

10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:

- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices tendered by the supplier in his bid, with the exception of any price adjustments authorized in the SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the

Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

25. Force majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable Law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**FORM OF GUARANTEE / PERFORMANCE SECURITY****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no. DP7126C/2021/22 and such amendments or additions to the contract as may be agreed in writing between the parties.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Guarantee/Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Guarantee/ Performance Security, such demand stating that:
 - 5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier

and that the Guarantee/Performance Guarantee is called up in terms of 5; and

- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7. Where the Guarantor has made payment in terms of 5, the City of Cape Town shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the City of Cape Town's bank compounded monthly and calculated from the date payment was made by the Guarantor to the City of Cape Town until the date of refund.
- 8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
- 10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.
- 12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 12 October 2021) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Limited
Investec Bank Limited
Nedbank Ltd Limited
Standard Bank of South Africa Limited

International Banks (with branches in SA):

Barclays Bank PLC
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA Compass Insurance Company Limited
Credit Guarantee Insurance
Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasas Insurance Company Limited
Santam Limited

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT USED

(10.1) ADVANCE PAYMENT SCHEDULE

NOT USED

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

.....,
(Supplier/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 Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day of.....20....

Witness

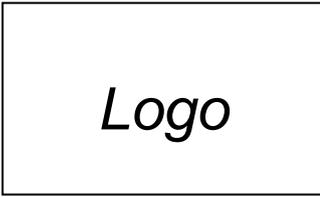
Mandatory

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

Witness

for and on behalf of
City of Cape Town

(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)



Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 223C/2022/23:

TENDER DESCRIPTION: PROFESSIONAL SERVICE PANEL FOR PROJECTS TO SUPPORT IMPLEMENTATION OF WATER STRATEGY VIA KFW GRANT

NAME OF SUPPLIER: _____

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: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

1. INTRODUCTION

The City of Cape Town (the “City”) has adopted a new Water Strategy⁵ (“the Strategy”) to be able to create resilience in view of growth, development and climate change impacts on its essential water and sanitation services. As a precursor to this tender, consultants have assessed several commitments and aspects of the transversal programmes that were identified and scoped in conjunction with the senior management of the Water and Sanitation Directorate (W&S Directorate).

The City's Water Strategy⁶ was adopted by Council on 30 May 2019⁷. Its implementation is proposed to leverage the current transformation of the Water and Sanitation Directorate from being a municipal engineering service, into becoming a "fit-for-purpose" modern water service provider. The strategy has five Commitments, i.e.

1. Safe access to water and sanitation.
2. Wise water use.
3. Sufficient, reliable water from diverse sources.
4. Shared benefits from regional water resources.
5. A transition to a water sensitive city.

The City has obtained grant funding from KfW, the German Development Bank, in support of (i) the preparation and (ii) the implementation work, in terms of a financing agreement that was signed by the parties on 17 December 2019⁸. The agreement has strict conditions to ensure the funds will deliver the results that will, amongst others, inform the future procurement of solutions to create the efficacy being sought to become a "fit-for-purpose" modern water service provider and to create the resilience necessary to alleviate climate change impacts and to cope with growth in the city.

The purpose of the grant as stated in the financing agreement, Article 1.2, is: “*The Recipient shall use the Grant exclusively for expert services supporting the Recipient in the areas of institutional restructuring of the Department of Water & Sanitation, Integrated Resource Management, Water Demand Management and Sustainable Wastewater Management for the Climate Initiative for Urban Waste Water Treatment in Cape Town Project ("Expert Services"), and primarily to pay the foreign exchange costs*”. Article 1.2 of the agreement makes the funding conditional, as it necessitates the use of expert consultants, and further, Article 6.1(a) requires the services of expert consulting engineers who are knowledgeable in several transversal fields. The objective of this phased process is to simultaneously ensure the grant will be used for the appointment of appropriately experienced, skilled, qualified and dedicated resources, in order to implement the projects that have been defined recently.

Since July 2020 the City of Cape Town has conducted an internal consultative process to detail the scope of eight transversal programmes for KfW grant support. The programmes are designed to provide a set of practical, implementable and costed initiatives to embed the water strategy into the City, and fully achieve the water strategy commitments (and in addition achieve Leading Utility of the World status). The programmes were further designed to align with the achievement of energy efficiency and climate change mitigation and adaptation goals set out in the South African National Energy Efficiency Strategy. This is expressed by two central objectives:

1. Climate change mitigation (Greenhouse gas emissions and/or energy savings), and
2. Climate change adaptation”

2. BACKGROUND

Cape Town Water is undergoing a transition from a municipal engineering department to a modern, fit-for-purpose, world-class water services provider, in line with international best practice. This transition cuts across all aspects of the organisation and focuses on customer service, efficiency and effectiveness.

5 Cape Town Water Strategy: <https://www.capetown.gov.za/general/cape-town-water-strategy>

6 Department of Water and Sanitation Strategic Plan for the Fiscal Years 2020/21 to 2024/25 (Vote 41).

7 Council resolution C50/05/19, 30 May 2019.

8 KfW, Frankfurt am Main and City of Cape Town: Climate Initiative Urban Wastewater Management in South Africa (TA), BMZ-No. 201970086

To become a world-class water services provider, a Cape Town Water Transition Plan will be developed and implemented. The transition plan comprises eight transversal programmes that translate the commitments in the Water Strategy into actions:

1. Upgrading water and sanitation in informal settlements (not scoped in this tender).
2. Improving water and sewer network management.
3. Increasing water resilience.
4. Improving water quality and transitioning to a water sensitive city.
5. Creating a customer-oriented organisation.
6. Achieving financial sustainability (not scoped in this tender).
7. Establishing a culture of continuous improvement
8. Becoming an employer of choice.

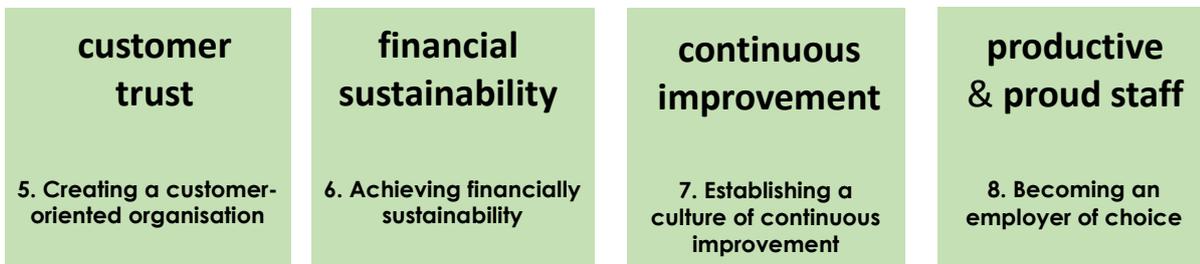
The first four transversal programmes relate directly to the Strategy's five commitments and the last four will result in the transformation of the organization as a whole to become customer-oriented, efficient and effective (Figure 1).

Figure 1: Eight transversal programmes to implement Water Strategy commitments

Four key outcomes that City has committed itself to:

1. **Upgrading water and sanitation services in informal settlements** (commitment 1)
2. **Improving network management** (water and sewer) (part of commitment 2)
3. **Increasing water resilience** (commitments 3 & 4)
4. **Improving water quality – and transition to WSC** (commitment 5)

Four internal areas to attend to in order to deliver on strategy commitments:



Note: WSC = water sensitive city

3. RESOURCES AND SCOPE OF WORKS (INDICATIVE OF SECONDARY TENDER WORK)

The following information is provided as an indication of the expertise required for the panel. This contract will support six transversal programmes that have been identified, and which are packaged into three clusters of work, requiring specialist skills as summarised in Table 3.1, and as briefly outlined below that.

Table 3.1: Clustering of Transversal Programmes and prospective Works Projects to support implementation of the Cape Town Water Strategy

Cluster Programme for Procurement Purposes	Transversal Programme (TP)	Works Package (TP Sub-project)	Expert Resource	Expertise Requirement
CLUSTER A	TP2: Network Management	2.1. Non-revenue water reduction programme	<ul style="list-style-type: none"> • Programme management. • Expert advisory. • Knowledge exchange. 	<ul style="list-style-type: none"> • Water Conservation and Water Demand Management (WCWDM). • Non-revenue water (NRW) reduction. • Spatial mapping, database management and reporting.
		2.2. Sewer spills reduction programme		<ul style="list-style-type: none"> • Sanitation engineering. • Sewer spills.
	TP5: Customer Orientation	5.1. Transition to a customer-oriented service	<ul style="list-style-type: none"> • Expert advisory. 	<ul style="list-style-type: none"> • Social Sciences: customer relations management. • Customer management & customer satisfaction surveys. • Customer Service Research. • Corporate Culture, specializing in government departments.
		5.2. Stakeholder engagement		<ul style="list-style-type: none"> • Stakeholder engagement. • Multilanguage Radio shows.
CLUSTER B	TP3: Water resilience	3.1. Committed New Water Programme	<ul style="list-style-type: none"> • Programme management. • Expert advisory. 	<ul style="list-style-type: none"> • Water Programme management.
		3.2. NWP adaptable programme		<ul style="list-style-type: none"> • Water resource planning. • Process engineering. • Energy efficiency & energy reduction.
		3.3. Integrated regional system programme		<ul style="list-style-type: none"> • Environmental management. • Climate adaptation and mitigation. • Water resilience programmes.
	TP4: Water Sensitive City	4.1. Wastewater treatment programme	<ul style="list-style-type: none"> • Project management. • Expert advisory. • Knowledge exchange. 	<ul style="list-style-type: none"> • Environmental Science/ Pollution reduction. • Process Engineering in wastewater treatment plants. • Water programme management. • Energy efficiency & reduction.
4.2. Catchment-level proof of concept for a Water Sensitive City		<ul style="list-style-type: none"> • Catchment planning. • Flood analysis. 		

Cluster Programme for Procurement Purposes	Transversal Programme (TP)	Works Package (TP Sub-project)	Expert Resource	Expertise Requirement
		4.3. Water sensitive City strategy development and engagement		<ul style="list-style-type: none"> Water sensitivity.
CLUSTER C	TP7: Continuous Improvement	7.1. Pilot lean methodology, establish proof of concept, and roll-out across the Department	<ul style="list-style-type: none"> Project management. Expert advisory. 	<ul style="list-style-type: none"> Lean Systems, transfer and sustainability of solutions (Implementation and change management). Human Resources.
		7.2. Develop proactive maintenance strategy		<ul style="list-style-type: none"> Infrastructure Asset Management.
	TP8: Organisational Renewal	8.1. Organisational work study	<ul style="list-style-type: none"> Programme management. Expert advisory. 	<ul style="list-style-type: none"> Management, Leadership & Organizational Design programmes. Organization Design Implementation. Human Resources. Work Studies. Change management.
		8.2. Implementing Work Study outcomes and recommendations	<ul style="list-style-type: none"> Expert advisory. 	<ul style="list-style-type: none"> Work Study implementation.

4. EXPERT RESOURCE REQUIREMENT FOR THE PROFESSIONAL SERVICES PANEL

The resource requirements are in alignment with the indicative scopes of work for the different cluster tenders in support of the implementation of the Water Strategy.

Any international qualification or association must be verified by the tenderer to conform to the norms and standards (NQF levels) set by the South African Qualifications Authority (SAQA). It will be the responsibility of the tenderer to obtain the necessary certificate to provide proof for evaluation purposes.

Resources Required for Professional Services Panel: CLUSTER A

CLUSTER A Resource No.	TP and WP Reference No.	Resource Description	Role Activity Description, in terms of expertise
A1.1	2.1	Programme Manager	Note A1
A1.2	2.2	NRW Advisory Expert	Note A2
A1.3	2.3	Sewer Advisory Expert	Note A3
A1.4	5.1	Stakeholder Engagement Advisory Expert	Note A4
A1.5	5.2	Customer Orientation Advisory Expert	Note A5

The following notes are applicable to Cluster A only:

Note A1: Programme Manager: The required personnel to fulfil the role of Programme Manager's must be professionally registered as a PMP or another proven equivalent registration, such as PM, with transversal programme management experience. The consultant's technical expertise and experience must be relevant to Cluster A's specification in order to provide advice at a level of specialisation where such advice is recognised as that of an expert who has previously worked on projects relevant to Cluster A, as set out further on. International experience is preferable.

Note A2: NRW Advisory Expert: The required personnel must be professional registered as a Pr. Tech Eng or Pr. Eng (Civil) with ECSA or an international professional institute. Must have experience in benchmarking & implementing international best practices for NRW reduction at metros. Experience in change management to make metros fit for purpose regarding NRW reduction. Operational experience in training, capacity building, and control system improvement regarding leakage control. International experience is preferable.

Note A3: Sewer Advisory Expert: The required personnel must be professional registered Pr. Tech Eng or Pr. Eng (Civil or Mech) with ECSA or an international professional institute. Must have experience in benchmarking & implementing international best practices for sewer spill reduction at metros. Experience regarding sewer jetting and sewer mains replacement is essential. International experience is preferable.

Note A4: Stakeholder Engagement Advisory Expert: The required personnel must have a preferably have a post-graduate degree in social science or education or media & communications. Experience in facilitating user groups with customers and stakeholder to address challenges. Experience in developing a narrative-based strategy to improve customer perceptions of an organisation.

Note A5: Customer Orientation Advisory Expert: The required personnel must have preferably a postgraduate degree in Social Science or Education or telecommunications or customer service management. Experience improving operational performance in a call-centre environment. Implementing best practice in call centre environment. Previous experience in transitioning an organisation to become customer-orientated is essential.

Resources Required for Professional Services Panel: CLUSTER B

CLUSTER B Resource No.	TP and WP Reference No.	Resource Description	Role Activity Description, in terms of expertise
B2.1	3.1	Programme Manager	Note B1
B2.2	3.2	Energy Advisory Expert	Note B2
B2.3	3.3	Water Resilience Advisory Expert – Engineer (Water Resources)	Note B3
B2.4	3.4	Water Resilience Advisory Expert – Engineer (Urban Water)	Note B4
B2.5	3.5	Water Resilience Advisory Expert – Natural Scientist	Note B5
B2.6	3.6	Climate Change Advisory Expert	Note B6
B2.7	3.7	Catchment Management Advisory Expert	Note B7

The following notes are applicable to Cluster B only:

Note B1: Programme Manager: The required personnel to fulfil the role of Programme Manager's must be professionally registered as a PMP or another proven equivalent registration, such as PM, with transversal programme management experience relevant to Cluster B's specification. The consultant's technical expertise and experience must be relevant to the specification in order to provide advice at a level of specialisation where such advice is recognised as that of an expert who has previously worked with a technical specification of a similar scope as specified for Cluster B, as set out further on. International experience is preferable.

Note B2: Energy Advisory Expert: The required personnel must have an electrical or mechanical engineering degree and must be professional registered Pr. Tech Eng or Pr. Eng (Elec) and must ideally be certified with SAEE/CEM/AEE or a similar internationally-recognised institute. Verifiable postgraduate experience in the design of energy optimization systems incorporating new technologies. International experience is preferable.

Note B3: Water Resilience Advisory Expert – Engineering (Water Resources): The required personnel must preferably hold a post-graduate degree and be registered as a Professional Engineer with ECSA. Experience in preparing integrated water resources management and development plans, strategies and action plans. This will include verifiable experience in the water resource field, specifically focussed on complex system modelling (For example DWS's WRPM, WRYM or MIKE Suite, or similar). Experience must demonstrate projects with similar to the scope of works and scale, and include projects aspiring to water sensitivity. It is required that the personnel with adequate experience to undertake and manage water resource feasibility studies of this nature. International experience is preferable.

Note B4: Water Resilience Advisory Expert – Engineering (Urban Water): The required personnel must hold a preferably post-graduate degree and be registered as a Professional Engineer with ECSA. Experience in preparing development plans, strategies and action plans incorporating the urban water cycle at a metro level in urban environments. This will include verifiable experience network modelling (e.g. EPAnet and SWMM or any derivative of these packages), preparation of flood lines, stormwater masterplans etc. Experience must demonstrate projects with similar scope of works and scale, and include projects aspiring to water sensitivity. It is required that the personnel with adequate experience undertake and manage water resource feasibility studies of this nature. International experience is preferable.

Note B5: Water Resilience Advisory Expert – Natural Scientist: The required personnel must preferably hold a post-graduate degree and be a professionally registered Natural Scientist. Experience in preparing integrated water resources management and development plans, strategies and action plans. This will include verifiable experience in the water resource field, specifically focussed on large catchment hydrological modelling, system modelling (e.g. DWS's WRPM, WRYM or MIKE Suite, or similar) and stream flow assessments. Experience must demonstrate projects with similar to the scope of works and scale, and include projects

aspiring to water sensitivity. It is required that the personnel with adequate experience undertake and manage water resource feasibility studies of this nature. International experience is preferable.

Note B6: Climate Change Advisory Expert: The required personnel must preferably hold a post-graduate degree in the Climate Change Field. Experience in implementing the planning and successful implementation of climate change adaption capital projects within the context of an interdisciplinary team is required.

Note B7: Catchment Management Advisory/ Ecology Expert: The required personnel must preferably a hold post-graduate degree in the Catchment Management Field. Verifiable experience in catchment management planning and ecological assessments is required. International experience is preferable. Registration as either an Environmental Assessment Practitioner (EAPASA) or Natural Scientist (SACNASP) is required. International experience is preferable.

Resources Required for Professional Services Panel: CLUSTER C

CLUSTER C Resource No.	TP and WP Reference No.	Resource Description	Role Activity Description, in terms of expertise
C3.1	7.1	Programme Manager	Note C1
C3.2	7.2	Continuous Improvement Advisory Expert	Note C2
C3.3	7.3	Asset Management Expert	Note C3
C3.4	8.1	Organisational Renewal Advisory and work study Expert	Note C4
C3.5	8.2	Organisational culture transformation expert	Note C5
C3.6	8.3	Performance and talent management expert	Note C6

Cluster C - the following notes are applicable to Cluster C only:

Note C1: Programme Manager: The required personnel to fulfil the role of Programme Manager's must be professionally registered as a PMP or another proven equivalent registration, such as PM, with transversal programme management experience. The consultant's technical expertise and experience must be relevant to Cluster C's specification in order to provide advice at a level of specialisation where such advice is recognised as that of an expert who has previously worked on projects relevant to Cluster C, as set out further on. International experience is preferable.

Note C2: Continuous Improvement Advisory Expert: The required personnel must have at least an undergraduate degree in Business Management, Quality, engineering, environmental or natural sciences, or Diploma in Innovation Management or Community Development or Staff Development or Sociology. It is a requirement to have completed previous continuous improvement pilots linked to experience with incorporating lean methodology in an organisation, and implementing effective capacity building programmes. International experience is preferable.

Note C3: Asset Management Expert: The required personnel must ideally have a suitable degree in Asset Management, engineering and must be ISO 55 000/ PAS 55 certified. Verifiable postgraduate experience in infrastructure asset management and maintenance planning and optimization, with experience in implementing proactive maintenance at metros is required, including the compilation of plans to enable predictive maintenance. Experience must extend to change management in order to transition an organisation's practice from reactive to proactive maintenance. International experience is preferable.

Note C4: Organisational Renewal Advisory and work study Expert: The required personnel must preferably have a post-graduate degree in Human Resources Management or Industrial & Organisational Psychology (professionally registered) or Industrial Engineering. Experience in undertaking a detailed work study at either a government, municipal or parastatal organisations. Experience in reviewing the upstream and downstream partners of an organisation as well as lateral partners to create a fit for purpose organisation. International experience is preferable.

Note C5: Organisational culture transformation expert: The required personnel must a preferably post-graduate degree in Human Resources or Industrial & organisational psychology (registered). Verifiable experience in transforming organisational culture at Departmental or organisation wide level, verifiable experience in organisational culture assessment and diagnosis, organisational culture intervention and monitoring at departmental level to bring about culture change. Verifiable experience in change management intervention at departmental/ directorate or organisation wide context. International experience is preferable.

Note C6: Performance and talent management expert: The required personnel must preferably have a post-graduate degree in Human Resources or Industrial and organisational psychology (registered) with verifiable experience in the development and implementation of talent management strategies. Verifiable experience in organisational performance management and aligning people to organisational strategy through performance management framework and diagnose performance focus for the different layers of the business. International experience is preferable.

3.1 CLUSTER A: TRANSVERSAL PROGRAMMES 2 AND 5

This cluster is comprised of **Transversal Programmes 2 and 5**. The respective Work Streams and their Works Packages are detailed below.

3.1.1 Transversal Programme 2 – Wise Use

TP 2 largely maps to Commitment 2, which aims to promote wise use by all consumers through the promotion of water conservation. For pragmatic internal organizational reasons, the scope of **TP 2** has been broadened to include the management of the sewer network, with a focus on sewer spill reduction.

Transversal Programme 5 consists of communications, education and behaviour change initiatives that will be provided transversally, but will also be integrated with the activities and priorities of this TP. Water efficiency measures can improve mitigation by reducing energy needs for: processing, transporting, and treating water and wastewater, as well as reduce energy through improved processing and disposal of sludge and other forms of waste.

The overall outcomes of **TP 2** (Wise Use) are the wise use of water and the safe disposal of human waste. The key objectives of the programme are:

- Promoting efficient and wise water use resulting in energy (and thus emissions) savings as well as reduction in treatment and pumping cost;
- Achieving low non-revenue water through effective billing and network management; and
- Reducing the number of sewer spills by ensuring effective sewer network management, including the behavioural changes required to reduce sewer blockages and effective reporting and response. Efficiency gains in maintenance regime and customer behaviour will reduce emissions;
- Directly and substantially contribute to GHG adaptation and mitigation efforts.

3.1.1.1 Work Stream 2.1: Non-revenue Water (NRW) reduction programme

The aim of **Work Stream 2.1** is to achieve a significant reduction in non-revenue water over three years. It is embedded within a larger NRW planning and strategy ecosystem incl. effective use of systems and technology to reduce NRW. The required interventions and support involve cross-cutting technical staff-customer-systems integration activities.

Activities:

- Expert support and knowledge exchange to introduce new approaches, benchmarking and international best practice for non-revenue water reduction, leading to a strategic approach to assist the City to improve its non-revenue water management processes and outcomes.

- Programme management capability to review the City's processes and gaps regarding non-revenue water, to develop an integrated approach across branches and disciplines, make recommendations, develop technical tender specification for the systems and services needed and support the City to manage their implementation.
- Technical support to improve the collection, storage, inter-operability and ease of use of all data sets (including both spatial and attribute data linked to GIS) related to non-revenue water which the City can use to better inform strategy, planning, management decisions and operations.
- Technical support for the update, and where required installation, of a GIS system for pipe leakage monitoring to optimise the leak response protocols and efforts, linking these to the call centre reporting and field teams, ensuring clear communication between these and customers.
- Technical support to develop clear customer engagement messaging to ensure wise use and NRW reduction, for implementation by TP5.
- Expert support to understand internal productivity challenges and determine the team structures required for effective non-revenue water management. This will require:
 - Changes in approach and practices;
 - Building team morale; and
 - Outlining the training required to build an effective team.

3.1.1.2 Work Stream 2.2: Sewer Spills Reduction Programme

The goal of **Work Stream 2.2** is to achieve a significant reduction in sewer spills (from the sewer network, excluding pump stations) over three years. In doing so, this will create efficiency in maintenance regimes and address customer behaviour to positively contribute to emissions reduction. The programme must focus on water quality improvement to create ecological and social resilience (adaptation) within the city.

The proposed activities aim to reduce the number of sewer spills significantly across the full network of 9300 km. The programme aims for a reduction from 103 spills to 79 within 3 years and continue to improve thereafter. Achieving this will require interventions and support which involve crosscutting technical staff-customer-systems integration requiring the following activities.

Activities:

- Expert support and knowledge exchange to introduce new approaches, benchmarking and international best practice for sewer spill management, leading to a strategic approach to the transformational improvement in their sewer spill management processes.
- Programme management capability to review the City's processes and gaps regarding sewer spills, to develop an integrated approach across branches and disciplines, make recommendations, develop technical tender specification for the systems and services needed and support the City to manage their implementation.
- Expert advisory support for the design and implementation of an optimised routine sewer-jetting programme with the aim of achieving a five-year sewer cleaning cycle.
- Expert support to understand internal productivity challenges and determine the team structures and changes required for effective management of sewer spill reductions and responses to spills. This will require:
 - Changes in approach and practices;
 - Building team morale; and
 - Outlining the training required to build an effective team.
- Expert advisory support to develop strategies (and support their implementation) to improve sewer spill incident reporting and communication, to optimise sewer spill response operations, to assist the City to have knowledge of location and causes of spills, to avoid a duplication of incident records, and to provide alerts related to repeat incidents and hot spots.
- Technical support to improve the collection, storage, inter-operability and ease of use of all data sets related to sewer spills, which the City can use to improve strategy, planning, management decisions and operations.
- Advisory support for the development of a sewer pipe replacement strategy based on spill frequency and a risk assessment of the current network, resulting in improved management of the sewer infrastructure.
- Advisory support to conduct a study to find the mechanisms that will reduce storm water loading on the sewer network and wastewater treatment plants through an evaluation of the City's existing processes.

3.1.2 Transversal Programme 5: Customer Orientation

A key objective of the TP is the transition from an engineering utility to a customer centric service provider. This will have knock-on cost and revenue implications, contributing to improved financial sustainability.

A stronger financial position would enable the organisation to become more effective and operationally efficient and reduce reliance on resources and energy, with a positive contribution to emissions reduction. In addition, a strengthened financial position will enable the City to invest more energy efficient/ climate adaptive capital projects, ultimately contributing to the climate objectives. Lastly, appropriate and effective engagement of key stakeholders enable shifts of behaviour patterns, with multiplier effects on water demand management, efficient use of resources and long term system resilience, also significantly contributing to climate objectives.

A key goal of providing water and sanitation services is to have happy, satisfied customers. Utilities receive a large share of their income from paying customers and happy customers are more likely to be paying customers. Poor customer satisfaction negatively affects financial sustainability and the organisation's ability to deliver services. Changing from a traditional engineering and technically-focused department to a customer-oriented utility requires a significant transformation in the culture of the organisation, channels used to engage stakeholders, and capability of the organisation.

The overall programme objective is to have satisfied customers, as measured by an annual Customer Satisfaction survey. The two key outcomes required are:

- Customers are satisfied with the services they receive.
- Customers trust the City of Cape Town as their service provider, and the quality of drinking water provided.

3.1.2.1 Work Stream 5.1: Establishing a Customer-oriented Service and Culture

The objective of **Work Stream 5.1** is to transform the Water and Sanitation Directorate into a customer-oriented service provider. To achieve this, it will be necessary to:

- Create capability to understand customer experiences and perceptions better.
- Improve customers' direct contact experience (through the call centre and walk-in centres).

Activities:

Advisory and consulting services will be needed to:

- Map out all of the steps required to transition to a customer-oriented service, and to support the Water and Sanitation Directorate in its engagements with Corporate Services within the City and to implement these steps.
- Develop a customer relations management policy.
- Review and update the customer services charter and service standards.
- Establish customer engagement capability (including customer services agents), and design and implement programmes to understand customer experiences and perceptions better.
- Review call centre performance in light of best practices (other utilities and private sector) and to negotiate and implement a suitable service level agreement with the City's call centre (more details on key aspects to be considered to be provided later).
- Attend to the problem resolution and feedback loops including call-backs.
- Engage with Corporate Services to improve the customer walk-in experience, and to establish dedicated water and sanitation customer service desks.
- Evaluate possible use of incentives/competition and/or outsourcing to improve customer experience.
- Facilitate knowledge exchange with the view to introducing best practices from other utilities.
- Provide expert advisory support to review and improve processes related to front-line staff selection (based on aptitude), training, supervision and performance management.
- Provide advisory and programme management support to establish a dedicated unit to manage key customers.

3.1.2.2 Work Stream 5.2: Stakeholder Engagement

The objective of **Work Stream 5.2** is to win the support and trust of stakeholders with respect to the quality of the water supplied, the new water programme (acceptance of surface, groundwater, reuse and desalination projects), engagement and contributions in the transition to a water sensitive city.

Activities:

- Customer and marketing advisory and facilitation support experts to provide customer segmentation recommendations and hold regular focus group sessions with customers and stakeholders to diagnose customer challenges and understand the customer experience. This will transition to an internal process where customers are engaged regularly through a variety of communication platforms, including ongoing use of focus groups.
- Technical advisory and consulting support (linked to work study in TP 8), to build stakeholder engagement capability within W&S, and to position this capability more strategically within the organisational structure.
- Specialist support to develop and implement a narrative-based strategy to influence customer and stakeholder perceptions.
- Technical advisory support to establish capability (staffing structure, skills and budget) to actively engage with customers through talk radio and multimedia platforms to facilitate two-way engagement.
- Technical advisory support to actively manage social media by establishing dedicated capability (staffing structure, skills and budget) to actively manage social media, procuring relevant social media management software platforms (for example, hoot suite) and engaging proactively with social media in multiple languages.

3.2 CLUSTER B: TRANSVERSAL PROGRAMMES 3 AND 4

Cluster B is comprised of **Transversal Programmes 3 & 4**, as detailed below.

3.2.1 Transversal Programme 3 – Water Resilience

Transversal Programme 3 is focused on the City's aim to implement measures to maintain operational continuity during periods of low rainfall by providing a diverse, resilient and sustainable combination of water resources. This TP focuses on Commitments 3 and 4 of Cape Town's Water Strategy, which aims to ensure sufficient, reliable water from diverse sources, and shared benefits from regional water sources. The technical advisory, programme management and project management support would be captured within this programme but would link with the stakeholder engagement aspects of **TP 5**.

The overall programme objective is to ensure sufficient water at a defined reliability of supply (99.5%) that will be achieved as follows:

- A programme to deliver 300 MLD of additional water by 2030 is achieved (including savings from clearing of alien vegetation and demand management);
- An adaptable programme to provide additional water thereafter is on track;
- Water allocations from the Western Cape Water Supply System are secured;
- The above water management interventions are designed to reduce greenhouse gas emissions through improved energy efficiency optimally. In addition, New Water Programme will diversify alternative supply sources to ensure system resilience to future climate shocks / pressures.

3.2.1.1 Work Stream 3.1: Committed New Water Programme (c-NWP)

The outcome of **Work Stream 3.1** is the effective implementation of the committed component of the New Water Programme (c-NWP) to increase water supply to the City by 300 MI/day by 2030, through committed City financing and customer acceptance, with effective programme and project management to integrated, coordinate, sequence and implement projects, and monitor, evaluate and report on progress. The c-NWP programme is about the effective implementation of projects to which the City has already committed itself.

Activities:

- Programme management support, through the provision of additional specialist programme management capacity, for the c-NWP, which includes large comprises complex and innovative projects involving deep aquifer, shallow aquifer (with recharge), direct potable reuse and desalination integrating into a complex surface-water based regional system.
- Project management support through the provision of additional project management capacity for improving approaches to planning, design, financing, construction and operation of large complex non-conventional water infrastructure projects, namely:

- Permanent desalination plant.
- Wastewater direct reuse plant at the Faure water treatment plant.
- Cape Flats shallow sand aquifer recharge facility.
- TMG deep aquifer abstraction facilities.
- Expertise to develop content to communicate narratives for resilience that highlight the social and economic value of the c-NWP, the lack of other alternatives and its importance for the future development of the City and its citizens, to be disseminated through TP5.
- Expert advisory support related to designing and implementing programmes to reduce the impacts of alien invasive plants on water resources, with a focus on financing and institutional arrangements (to complement the work being done by The Nature Conservancy, as necessary).

3.2.1.2 Work Stream 3.2: Adaptable New Water Programme (a-NWP)

Within the next three years, the City needs to make progress with strategies, plans and feasibility studies to deliver water beyond the committed a-NWP and directly contribute climate adaptation activities for the adaptable programme in **Work Stream 3.2**. These may include water demand management interventions. A resilient and optimised adaptable programme requires a complex set of integrations and optimisations between projects, with the existing system, with energy and with the bulk water master planning process, together with sophisticated scenario planning. This program is about what the City does (i.e. new investments beyond the committed a-NWP) and how this integrates with the existing and planned systems (local and regional).

Activities:

- a-NWP programme support through the provision of additional specialist programme management and technical capacity, to develop an integrated adaptable new water programme, including informing frameworks and methodologies for scenario planning, least-cost optimisation and integration, decision time-frames and stakeholder engagement, integration of energy and water, integration between projects, integration with bulk water planning, and integration with the regional system and system operating rules, all in a context of climate uncertainty and demographic and economic shifts.
- Specialist skills to support planning, pre-feasibility and feasibility studies undertaken within an integrated framework, and taking account of methodologies and approaches set out above.
- Technical expertise to deepen understanding of possible trajectories of a-NWP implementation, reflecting alternative assumptions and indicators of climate and economic changes in the region, possibly building on the approaches and models developed in the imminent hydro-economic analysis study.
- Technical expertise to develop an integrated planning study that updates the bulk water master plan, taking account of the implications of the regional WCWSS and the a-NWP.
- Expertise to develop content to communicate narratives for future resilience that highlight the social and economic value of the a-NWP adaptable programme, extending the narratives from the committed a-NWP, to be disseminated through **TP 5**.

3.2.1.3 Work Stream 3.3: Integrated Regional System

The outcome of **Work Stream 3.3** is to achieve strengthened regional resilience through effective management of the WCWSS, building on current initiatives in the hydro-economic analysis, the OECD governance study, and the DSS development. This programme is aimed to assist the City to influence a regional system that is outside of its direct control and in doing so, to support the growth of climate resilience across the region, and country.

Activities:

- Programme management capacity support, through the provision of additional specialist programme management capacity, for the coordination with key institutions in the region, and oversee processes related to the integration of the City's New Water Programme with the regional WCWSS, to build regional water resilience, to complement that provided by the Economic Development Programme, as needed.
- Expertise to develop strategies to manage inter-basin and inter-stakeholder trade-offs for water resources, to help the City with complex systems planning, optimisation and risk management within the region, following the hydro-economic analysis.
- Facilitation and advisory services related to engagements between the City, other users and the Department of Water and Sanitation on securing licenced allocations for water from the WCWSS from national government and the operating rules on restrictions during drought.

3.2.2 Transversal Programme 4 - Transition to a Water Sensitive City

The overall programme objective of **TP 4** is to develop a practical strategy and roadmap that will guide the City of Cape Town in the transition to a water sensitive city – a city that would be driven by the normative values of protecting intergenerational equity with regards to natural resources and ecological integrity, as well as by concern that communities and environments are resilient to climate change. The objective will be met through, *inter alia*, the following:

- Clearly articulating a water sensitive city vision, and what it means for Cape Town.
- Demonstrating/piloting a water sensitive city catchment (or sub-catchment).
- Integrating a diversity of water sources and different scales.
- Fit for purpose water use.
- Managing the whole urban water cycle.
- Setting and meeting water quality objectives in some catchments.
- Achieving a liveable river status in some river reaches.
- Improving wastewater treatment compliance.

The water management interventions in this TP such as wetland and catchment protection and other nature-based solutions will help to sequester carbon in biomass and soils that will contribute to emissions reduction. Improved wastewater treatment will reduce greenhouse gas emissions with the option to supply biogas as a source of renewable energy. When efficiently applied, wastewater transport and treatment technologies reduce or eliminate GHG generation and emissions, which is a key objective of this programme.

TP 4 is focused on developing a practical strategy and roadmap that will guide the City of Cape Town in the transition to a water sensitive city. This programme has been developed to address some of the City's water quality issues. This TP largely maps to Commitment 5 and the overarching vision of Cape Town's Water Strategy. Transforming Cape Town into a water-sensitive city will be challenging and is a medium to long-term objective.

3.2.2.1 Work Stream 4.1: Wastewater treatment plant implementation programme

The outcome of **Work Stream 4.1** is to reduce the impact of wastewater effluent on river and environmental water quality.

Activities:

- Specialist programme management capacity to increase alignment, integration and effectiveness of overall wastewater treatment upgrade programme.
- Technical capacity to review wastewater Master Plan in light of changes to future water demand and spatial distribution of demand.
- Technical and management capacity to advise on measures to improve operational performance of wastewater treatment works.

3.2.2.2 Work Stream 4.2: Catchment-level proof of concept for a water sensitive city

The purpose of **Work Stream 4.2** to pilot the implementation of a water sensitive city in a catchment and to use this experience to inform the Water Sensitive City strategy.

Activities:

- Programme management and technical advisory capacity to coordinate the water sensitive city demonstration initiative in a priority catchment, and integrate the urban water cycle. As a start, this will incorporate the Liveable Urban Waterways, Water Quality Improvement Programme Transversal Action Plans and catchment planning in this catchment.
- Technical advisory support for the implementation of the Liveable Urban Waterways framework.
- Technical advisory support for improved integration of the whole (urban) water cycle.
- Technical advisory support for effective approaches to catchment planning. This should:
 - Develop and test the methodology to identify, prioritise, co-design, implement and monitor the benefits of a river restoration projects using green infrastructure.
 - Quantify the costs and benefits (via a cost-benefit framework) of a river restoration project.
 - Test and quantify the costs and benefits of different approaches to water efficiency
 - Determine the factors required to make the project scalable.

- Technical advisory capacity for studies for waterway rehabilitation projects and prioritising interventions to reduce flood risks. This may be cooperation between the water & sanitation department and other departments and/or the municipal administration, (2) concept for differentiation between spills/overflows, flood protection, damage limitation and (3) risk analysis and derivation of recommendations for action.
- Knowledge exchanges on best practices for community monitoring of catchment areas to actively engage citizens on the water sensitive transition. Knowledge exchange insights should result in:
 - Options for making use of community monitoring data.
 - Frameworks for implementing community monitoring structures.

3.2.2.3 Work Stream 4.3: Water sensitive City strategy development

The outcome of **Work Stream 4.3** is the development of a vision and practical integrated strategy to transition to a water sensitive city, appropriate to Cape Town's context. The work will build on existing initiatives, including activities mentions in **Work Stream 4.2** and the Water Sensitive Cities Benchmarking initiative.

Activities:

- Programme management and advisory support for the development of a water sensitive city vision and practical strategy appropriate to Cape Town's context, including the management of a stakeholder engagement process.
- Support to facilitate a city-wide conversation, engagements and educational programmes on becoming a water sensitive city.
- Expert advisory support to introduce new approaches and methodologies (for example, ecological infrastructure and circular economy thinking) into the City's planning and policy development processes supporting the transition to a water sensitive city.
- Knowledge exchange through twinning arrangements, secondments or visits to cities undergoing a transition to a water sensitive city.

3.3 CLUSTER C: TRANSVERSAL PROGRAMMES 7 AND 8

Cluster C is comprised of **Transversal Programmes 7 & 8**, as detailed below.

3.3.1 Transversal Programme 7: Continuous Improvement

The objective of the **TP 7** is to embed a culture and practice of continuous improvements in performance across the organisation. Creating more productive and efficient operating processes will directly reduce energy inputs resulting in lower emissions and energy consumption. Moreover, more agile and adaptable processes and enabling systems will build organisational resilience - a fundamental requirement for climate adaptation.

Background

The City has developed an internal vision to "become the first African city to be a leading water provider of the world, and in doing so provide safe access to quality water and sanitation services, ensure water resilience and create a shared water future for all, within the next 3 years." In order to realise its vision, the City must assertively address a multitude of challenges.

A diagnostic of the organisation showed that addressing process related issues are amongst the most important areas for improvement, because these affect almost all areas of business operation. Process challenges within the Department directly impact on organisational performance, staff morale, customer satisfaction and financial performance (among others).

TP 7 aims to enhance organisational performance through the development of a culture and systems for continuous improvement. Due to its cross-cutting nature, this TP is critical to the success of all of the other TPs. It is considered a cornerstone programme to enable effective implementation of the Strategy.

Senior management within the City highlighted a number of priority process-related areas to be addressed as part of this TP. It is proposed that a proof of concept commence focusing on the following aspects to develop approaches to embed a continuous improvement culture in the organisation:

1. Pilot a lean methodology approach in two areas: sewer pump station performance and time to fill vacancies.
2. Develop and implement a proactive maintenance strategy.
3. Create capability to manage effective processes related to innovation, research, and best practices, and to embed these effectively into operations.

3.3.1.1 Work Stream 7.1: Pilot continuous improvement methodology, establish proof of concept, and roll-out across the Department.

- Expert advisory and facilitation support for introducing, piloting and establishing proof of concept for use of a continuous improvement methodology approaches aimed at improving organisational performance. Interventions are to be initially applied in the following areas:
 - SAP C3 non-compliances;
 - Sewer pump station performance;
 - Creation of project management capacity, specifically to advance the handing over of completed infrastructure assets from contractors to City (creating a Project Management Office); and
 - The facilitators will work with teams in the City to understand and reflect on existing processes and how these can be modified to be more efficient and effective, through a continuous action learning cycle.
- Once proof of concept has been demonstrated, the facilitators will train City staff (train the trainer) who will then roll out the approach to other priority areas within water and sanitation, establishing a culture of continuous improvement across the organisation over time. The continuous improvement approach must complement, and not replace ISO quality assurance, and must emphasise achieving desired goals (service delivery objectives) effectively and efficiently.

3.3.1.2 Work Stream 7.2: Develop Proactive Maintenance Strategy

Expert technical advisory services to support the development and implementation of a proactive maintenance strategy, based on data and advanced analytics will be required to support aims for the transitioning of W&S from a reactive to proactive maintenance approach. The technical advisors will be required to:

- Implement, on City systems, data and analytics tools that enable predictive maintenance and inform operational and capital maintenance planning.
- Develop optimised plans and schedules that enable predictive maintenance.
- Integrate recommendations with requirements from other business units (branches).
- Potentially align with the process described in **Work Stream 7.1** to test use of Lean Methodology in maintenance related process improvements.
- Address procurement and asset replacement challenges.
- Evaluate insourcing vs outsourcing model from a broad range of short- and long-term costs and benefits perspective including performance, cost, efficiency, continuity of services, training and upskilling, community relations, etc.
- Identifying through data and engagements opportunities to improve the operating model (and specifically making recommendations regarding the costs and benefits of a shift system).
- Determine and develop an Asset Management Strategy or plan based on ISO 55001 for the Directorate.

3.3.2 Transversal Programme 8: Organisational Renewal

Organisational Renewal is at the core of the City being able to deliver on its water strategy commitments. This renewal will enable the City of Cape Town's Water and Sanitation Directorate to achieve its vision of "becoming the first African city to be a leading water provider of the world, and in doing so provide safe access to quality water and sanitation services, ensure water resilience and create a shared water future for all, within the next 3 years".

The key objectives of **TP 8** are to create a fit-for-purpose structure with motivated and productive staff, deemed essential for the effective and sustainable provision of services to customers. Building and efficient, effective, resilient and fit-for-purpose organisation will directly create a foundation to deliver on strategic focus areas, and ultimately one more capable to deliver on climate mitigation and adaptation strategies.

A world-class organisation allows for seamless efficiency gains in service delivery, resulting in emissions reduction. It also enables the effectiveness required to ensure climate resilience. Finally, it supports dissemination of knowledge and skills (focus on climate emissions and adaptation) throughout the region, with major multiplier climate effects.

Leveraging the current work being done by the City, **TP 8** will use a six-pillar framework to arrange and manage organisational renewal interventions. The six pillars (including the expected outcome for each pillar) are as follows:

- **Work study to ensure productivity and alignment for business improvement** – *A fit-for-purpose staff structure aligned to the business improvement objectives (based on work study findings).*
- **Leadership and governance** - *Effective leadership and sound governance supports good performance.*
- **Skills and capability** - *A staff compliment with the necessary skills and capacity to deliver on the strategy commitments.*
- **Performance and talent management** - *Systems in place to nurture individual talent and enhance staff performance.*
- **Mind-set and culture** - *A proud, energetic, values-based culture with high staff morale and well-being.*
- **Enabling systems and technology** – *Systems and technology effectively support business performance and service delivery.*

3.3.2.1 Work Stream 8.1: Work study

Expert advisory and consulting services will be required to undertake work for **Work Stream 8.1**, including:

- Work study diagnostic (productivity, gaps and overlaps; integration with Future of Work initiative; learning from utility best practices, integrate TP work streams requirements) (expected 3 months).
- Stakeholder engagements and organisational design workshops (expected 3 months).
- Design fit for purpose operating model (expected 3 months).
- Design implementation plan incl. change management plan (expected 3 months).

Delivery on the above work-stream will require a team of consultants with strong organisation design, HR and change management credentials, ideally with experience working with high performing urban water utilities internationally. Specifically, the services required would be from strategy and organisation design (management) consultants with strong organisation design, HR and change management credentials, executing over a period of approximately one year.

Specific proposed interventions that technical advisory consultants will deliver on are as follows:

Organisational work study

Activities:

- Review Water Strategy and other informing City strategies.
- Understand relevant international best practices with respect to staff productivity and structure, in context of water strategy and Cape Town.
- Understand implication of the City's future of work initiative.
- Undertake a detailed work study -- utilisation and work efficiency/productivity study (work study) to assess real (effective) vacancy rates in different areas of the business in related to needs.
- Review job description and roles & responsibilities, identifying gaps, duplication and areas of misalignment.
- Review dependencies on other municipal departments, such as the Corporate Call Centre, Human Settlements, Corporate Finance, HR and others. Highlight contractual / agreement gaps and recommend interventions.
- Review organisational structure in light of the above, with a view to ensuring a fit-for-purpose organisational structure best suited to delivery on water strategy commitments.
- Develop and workshop options for refinements and changes to the organisational structure where necessary and appropriate.
- Establish a process to regularly review and refine the organisational structure.

Leadership and governance**Activities:**

- Prepare and organise leadership and coaching interventions for Directors, Managers and Heads.
- Expose leaders to international high-performance teams through exchange.
- Establish and run a leadership and management programme for supervisors.
- Run team building, trust, communication and empathy programmes.
- Deliver shared commitment / responsibility training.

Skills and capability**Activities:**

- Develop and implement appropriate training programmes for salary bands T9 to T14.
- Develop and implement an artisan training programme (based on the apprenticeships model).
- Develop customer engagement capability (TP 5).
- Develop and implement a programme for all staff on the transition path to develop and achieve a customer-oriented culture in the organisation.

Performance and talent management**Activities:**

- Identify Performance Management challenges through diagnostic study.
- Ensure alignment (through relevant interventions) of individual and organisational Performance Management to the strategy commitments, including incentives for working together to achieve common objectives.
- Develop and implement a talent management strategy, including elements of talent acquisition, talent retention, personal development, career paths and succession planning.

Mind-set and culture**Activities:**

- Conduct mind-set and culture diagnostic.
- Assess and review values and mind-set with a focus on:
 - Behaviours.
 - Working relationships.
- Implement programmes to improve working conditions in prioritised areas (for example, depots).
- Conduct transformation initiatives.
 - Address racial and gender challenges via facilitated industrial psychologist and diversity awareness workshops.
- W&S leadership team to lead processes to embed values and ensure they are lived, leading by example.
- Implement proactive and effective change management activities.

Systems (processes and technology)**Activities:**

- Review and improve standard operating procedures in terms of **TP 7** and the work study.

3.3.2.2 Work Stream 8.2: Implementation support to execute on Work Study outcomes and recommendations

At this stage in the organisation renewal process, it is difficult to provide clear details of the key activities expected in this work-stream. This is because the key activities in this work-stream will be informed by the detailed process outline in **Work Stream 8.1**. The outcomes of expert services rendered in the work study work-stream is a set of prioritised interventions to address key challenges within the organisation,

according to the six sub-streams outlined above. This requires a robust, consultative, diagnostic process. It is therefore expected that **Work Stream 8.2** will commence in year 2 and 3. A detailed scope of work for the work-stream will be submitted to KfW for approval at the conclusion of **Work Stream 8.1**.

In general the following is broadly expected in this work-stream:

- Programme and project management and well as organisational management specialist support to design and implement recommendations of Work-stream 8.1 (work study). This will require a large design and implementation team with diverse skillsets, including generalist management consultants, technical experts, programme management experts, project management experts, change management experts, monitoring, evaluation and reporting experts, among others.
- Specific activities under this work-stream will be provided to KfW in year 2 and 3.

5. MANAGEMENT OF OCCUPATIONAL HEALTH AND SAFETY, AND ENVIRONMENTAL ASPECTS

The supplier will ensure that all occupational health and safety requirements of the Occupational Health and Safety Act (No. 85 of 1993 as amended) and its Regulations, as well as environmental protection requirements for work to be performed on site at any City facility, will be formulated as an appropriate plan that will be the responsibility of the supplier's appointed person (mandatory) in terms of S.37 of the Act. The mandatory will also be responsible that all his employees are informed and ensure compliance with the plan, procedures, etc. to ensure the health and well-being of person required to work on site.

This plan must be submitted upon request of the City's project manager and which must specifically indicate any risks/dangers in respect of the goods or services to be procured, to enable tenderers to comply. The specification shall not contain any provisions which contradict or are already contained in the GCC and SCC.

6. TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

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'

7. FORMS FOR CONTRACT ADMINISTRATION

The supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report (**Annex 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- c) Joint Venture Expenditure Report (**Annex 5**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report, the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it, and proof of such acknowledgement shall be furnished to the CCT's Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with

the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

ANNEXURE A: Acronyms & Abbreviations used in the Tender's Specifications and Scope of Works

ACRONYMS/ TERM/ ABBREVIATIONS	DESCRIPTION/DEFINITION
B-BBEE	Broad-based Black Economic Empowerment, as set out in legislation, of which the PPPFA is pertinent for procurement matters
City or CCT	Means the City of Cape Town metropolitan municipality, which is responsible for service provision in Cape Town.
city	Means the municipal area of Cape Town, as determined in terms of the Local Government: Municipal Demarcation Act, Act 27 of 1998, as amended from time to time.
Council	For this tender, it means the Council of the City of Cape Town. It is the collective body of elected councillors that make up the Council of a municipality in terms of the Municipal Structures Act, with the power to govern a municipality in terms of Chapter 7 of the South African Constitution.
DWS	National Dept. of Water and Sanitation, South Africa
DWS's WRPM, WRYM and MIKE	The Department of Water and Sanitation's Water Resources Planning Model, Water Resources Yield Model and MIKE-11 - a professional engineering software package, which incorporates modules for the simulation of flows, water quality and sediment transport in rivers, estuaries, irrigation systems, channels and other water bodies – see 1 (dws.gov.za)
ECSA	Engineering Council of South Africa
IDP	Integrated Development Plan of the municipality, as required to be developed in terms of South African local government legislation.
JV	Joint Venture.
MFMA	Local Government: Municipal Finance Management Act, Act 56 of 2003.
MSA	Local Government: Municipal Systems Act, Act 32 of 2000.
MTREF	Medium Term Revenue and Expenditure Framework (in relation to a budget period for the municipality, which is usually three years as approved by Council).
NRW	Non-revenue Water Programme of the City of Cape Town
NWP	New Water Programme of the City of Cape Town
PM	Project Manager
PMP	Project Management Professional, as certified by a diploma or degree
PMT	Project Management Team, as constituted by the City's project manager to perform activities as set out and agreed to in a project plan to deliver results framed by project goals and objectives.
PPPFA	Preferential Procurement Policy Framework Act, Act 5 of 2000.
PPPFA Regulations	Regulations of the PPPFA, 2017 (under review 2022)
Pr. Eng	A qualified engineer, registered as a Professional Engineer, with the Engineering Council of South Africa or an international professional institute.
Pr. Tech Eng	A qualified engineer, registered as a Professional Engineering Technologist, with the Engineering Council of South Africa or an international professional institute.

ACRONYMS/ TERM/ ABBREVIATIONS	DESCRIPTION/DEFINITION
PSC	Project Steering Committee, as constituted in terms of the City's agreement with KfW, to govern and provide guidance for projects towards achieving objectives and produce deliverables in support of the implementation of the City's Water Strategy.
project	Project means all parcels of work or Work Packages defined by a Scope of Work or Specification set out in a tender.
programme	A collection of projects aimed to produce results in terms of individual WP objectives or programme objectives as determined in the respective scopes of work.
SA	South Africa, or the Republic of South Africa.
SAEE	Southern African Association for Energy Efficiency. The Southern African Association for Energy Efficiency Confederation is one of 82 chapters of the American Association of Energy Engineers (AEE).
SCM	Supply Chain Management.
SLA	Service Level Agreement or contract between the City and the supplier or contractor.
TP	A Transversal Programme, or TP, as described comprise the indicative scopes of work for the secondary stage cluster tenders, which are to be advertised to the expert panel established through this tender.
VAT	Value-Added tax, as determined in terms of South African tax legislation and administered by the SA Revenue Services – see Value Added Tax South African Revenue Service (sars.gov.za) .
W&S Directorate	Water and Sanitation Directorate of the City.
WCWDM	Water conservation water demand management.
WP	A “works project” or Work Package is part of a project under a transversal programme as described in this tender, which entails the work necessary to produce results in support of the implementation of the City's Water Strategy. For the sake of brevity, “sub-project”, “works project” and “work package” are used interchangeably and mean the same.
WWTW	Wastewater Treatment Works or wastewater treatment plant.

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

**CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT**



Instructions for completing and submitting forms

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted. The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
 - 10 Was the beneficiary sourced from the City's job seeker database?
 - 11 The contract end date as stated in the beneficiary's employment contract.
 - 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
 - 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
 - 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.
- Submission of Forms
- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
 - 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
 - 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)												
DIRECTORATE:		DEPARTMENT:												
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:												
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:												
CELL WORK														
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")														
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR		

ACTUAL START DATE (yyyy/mm/dd)						ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)					
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)											
R											

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:				Year		Month		Sheet				
								1	of			
No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R - c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0 0 R -

Declared by Contractor or Vendor to be true and correct:	Name	Signature
	Date	

Received by Employer's Agent / Representative:	Name	Signature
	Date	

(14.2) B-BBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. PROFESSIONAL SERVICE PANEL FOR PROJECTS TO SUPPORT
 DP7126C2021/22: IMPLEMENTATION OF WATER STRATEGY VIA KFW GRANT

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Supplier	
---	---	---------------------------------------	--

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹ Documentary evidence to be provided	Total:	R
	Expressed as a percentage of P*	%

Signatures

Declared by supplier to be true and correct:

Date:

Verified by CCT Project Manager:

Date:

**(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/
EXPENDITURE REPORT (PRO FORMA)**

DP7126C/2021/22: PROFESSIONAL SERVICE PANEL FOR PROJECTS TO SUPPORT
IMPLEMENTATION OF WATER STRATEGY VIA KFW GRANT

SUPPLIER: _____

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
---	---	--	--

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹ A	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by
supplier to be
true and
correct:

Date: _____

Verified by
CCT Project
Manager:

Date: _____