



NEC3 CONTRACT: TSSC3
16B – Delivery & Maintenance of Infrastructure

TENDER NO : WCGHIS007/2022

PROJECT TITLE : ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

TENDER CLOSING : 29 September 2023 at 11:00 am

<u>DEPARTMENT REPRESENTATIVE</u> <u>(SUPPLY CHAIN MANAGEMENT):</u>		<u>DEPARTMENT REPRESENTATIVE</u> <u>(EMPLOYER'S AGENT):</u>	
DEPARTMENT OF HEALTH AND WELLNESS		CHRIS MAUD	
<u>PHYSICAL ADDRESS /</u> <u>POSTAL ADDRESS</u>		<u>PHYSICAL ADDRESS / POSTAL</u> <u>ADDRESS</u>	
4 DORP STREET		9 Riebeeck Street	
TOWERBLOCK BUILDING		Atterbury House	
CAPE TOWN, 8001		CAPE TOWN, 8001	
Contact:	PRISCILLA SNELL	Contact:	CHRIS MAUD
Phone:	(021) 834 9013	Phone:	(021) 483 6874
Cell:		Cell:	
Email:	Priscilla.Snell@westerncape.gov.za	Email:	Chris.Maud@westerncape.gov.za

NOTE:

All returnable documents as listed on page 11 in this document, including the Form of Offer C1.1 on page 41 must be completed in full and signed. The entire document, from page 1 through 98 must be submitted with your bid. Non- compliance will render your tender invalid.

Name of Tenderer:

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
SOURCING)
BID OPENED 11:00

2023 – 09-29

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WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

IMPORTANT NOTICE: Please DO NOT disassemble or dismember this document. DO NOT insert any attached pages to returnable schedules within the page sequence of the document. All additional pages must be attached AFTER the last page of the document and clearly marked to which returnable schedule they belong.

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WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
SOURCING)
BID OPENED 11:00

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WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE
GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT
FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS
(SUBJECT TO SUPPLIER PERFORMANCE)

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WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
SOURCING)
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T1.1 Tender notice and invitation to tender

The DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT, invites tenders for Tender No. **WCGHIS007/2022 ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)**

Preferences are allocated to tenderers for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution.

Tender documents to be downloaded from the E-tender portal: **www.etenders.gov.za**

Queries relating to the issue of these documents may be addressed to:

Name : Mrs Priscilla Snell Phone : +27 21 834 9013 E-mail : Priscilla.Snell@westerncape.gov.za	Name: Mr Nico Rudolf Phone: +27 21 483 9903 E-mail : Nico.Rudolf@westerncape.gov.za
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Queries relating to the technical specification of these documents may be addressed to:

Name : **CHRIS MAUD**
Phone : 021 483 6874
Fax :
E-mail : Chris.Maud@westerncape.gov.za

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
SOURCING)
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The closing time for receipt of tenders is **11:00 am on 29 SEPTEMBER 2023.**

Telegraphic, telephonic, telex, facsimile, e-mail, copied and late tenders will not be accepted.

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

A compulsory site/clarification meeting with representatives of the *Employer* will take place at:

Location : Auditorium, M9 Genses Building, Karl Bremer Hospital
corner Mike Pienaar Boulevard & Frans Conradie Drive, Bellville
Date : 14 September 2023
Starting Time : 10:00 am

Supplier Database Registration

All **prospective** Service Providers **MUST** be DULY registered on the Central Supplier Database (CSD) at the time of tender closing.

All prospective Service Providers who are not registered on the **Central Supplier Database** are requested to self-register on www.csd.gov.za. **Should** service providers require assistance with the registration process may contact SCMeProcurement.DOH@westerncape.gov.za or Roderick.April@westerncape.gov.za

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

T1.2 Tender Data

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement 2019 and the erratum notices issued thereafter (see www.cidb.org.za).

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

The additional Conditions of Tender are:

Clause Number

Tender Data

F.1 General

F.1.1 The *Employer* is THE DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT.

F.1.2 Tender Documents

The Tender Document (this document), issued by the *Employer* and comprising the following parts:

Part T: The Tender

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

Part C: The Contract

Part C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

Contract Data Part One: Data provided by the *Employer*

Contract Data Part Two: Data provided by the *Contractor*

Part C2: Pricing Data

C2.1 Pricing assumptions & instructions

C2.2 Pricing schedule

Part C3: Scope of Work

Appendix: Drawings, schematics & annexures

This tender document contains the "returnable documents" which must be completed and signed, in terms of submitting a tender offer.

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING)	
BID OPENED 11:00	
2023 – 09-29	
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SIGNED	SIGNED

F.1.4 The *Employer's* Agent is:
 Name: **CHRIS MAUD**
 Address: 9 Riebeeck Street
 Atterbury House
 CAPE TOWN
 8001
 Phone: 021 483 6874
 Fax:
 Email: Chris.Maud@westerncape.gov.za

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
 SOURCING)
 BID OPENED 11:00
2023 – 09-29
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 SIGNED
 2).....
 SIGNED

F.2 Tenderer's obligations

F.2.7 The arrangements for a compulsory site/clarification meeting are:
 A compulsory site/clarification meeting with representatives of the *Employer* will take place at:

Location : Auditorium, M9 Genses Building, Karl Bremer Hospital
 corner Mike Pienaar Boulevard & Frans Conradie Drive, Bellville
 Date : 14 September 2023
 Starting Time: 10:00 am

THE FOLLOWING CONDITIONS APPLY:

- Failure to attend the meeting will automatically disqualify the tenderer.
- After official start of the meeting by the chairperson, late arrivals will as a general rule not be allowed into the meeting. However, the chairperson may, at his sole discretion, delay the official start of the meeting or decide to allow late arrivals into the meeting if he deems this to be appropriate in terms of prevailing circumstances at the time (e.g. traffic congestion, ineffective venue directions, etc), and if deemed to be in the interest of the *Employer*.
- Tenderers must complete and sign the meeting attendance register. Failure to complete and sign the attendance register will disqualify the tenderer.
- Tenderers must complete and sign the clarification meeting certificate (returnable Schedule 7 on page 38 in this document, copies of which will be made available at the meeting to tenderers who are not in possession of a tender document). The clarification meeting certificate must be counter-signed by a designated representative of the *Employer* at the time of the meeting, who will be identified at the meeting. Failure to include a duly completed, signed and counter-signed clarification meeting certificate in the tender submission, will disqualify the tender.
- Addenda may be issued to all whom collected tender documents.
- Tenderers must be represented by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.7.1 Written and verbal instructions given to tenderers at the clarification meeting and which are recorded in the *Employer's* minutes of the meeting, form part of the Conditions of Tender. Failure to comply with such instructions will disqualify the tender.

F.2.10.5 The rates and prices offered by the tenderer must be physically written into the pricing schedule of this tender document, completed in full and signed. Failure to do so will disqualify the tender. Printouts of electronic spreadsheets or any form of substitute for the returnable pages of the pricing schedule are not accepted for this tender.

F.2.11 **PLEASE NOTE: No alterations/corrections to inserted information in the document (including pricing) may be performed by erasing or using masking fluid ("Tipp-Ex" or similar) on any submitted page.** Alterations/corrections to inserted information may only be performed as follows:

- Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), **and initial at every incidence of alteration/correction.**
- In the case of access to a digital copy of the tender document (PDF), simply reprint the page, enter the information on the reprinted page and substitute in the document.
- In the case of no access to a digital document, use masking fluid or erasure to remove/conceal all input information on the page and make a new blank copy of the page. Enter the information on the reprinted page and substitute in the document.

Tender submissions with alterations/corrections not in compliance with the requirements as described above, will be rejected.

F.2.12 No alternative tender offers will be considered.

F.2.13.2 **PLEASE NOTE: The complete tender document comprising pages 1 through 98 must be returned to the Employer when submitting a tender offer. If the pricing schedule or parts thereof are contained in the Appendix to this document, the duly completed pricing schedule or parts thereof must be returned with the tender document. Failure to do so will invalidate the tender.** Other drawings, schematics or annexures in the Appendix need NOT be returned with the tender offer, unless there are specific instructions for a specific item to be returned, or if the tenderer wishes to utilise any item for clarification purposes when submitting an alternative tender offer, when applicable.

F.2.13.4 The tender shall be signed by a person duly authorized 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, authenticated by a notary public or other official deputed to witness sworn statements, 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.

F.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Seal the original tender offer and state on the outside, the Employer's address and identification details to be shown on the tender offer package as:

Tender box:	Marked DEPARTMENT OF HEALTH
Location of tender box:	Foyer on Ground Floor main entrance of the Western Cape Government Building
Physical address:	4 Dorp Street, Cape Town Adjacent to the Cape High Court, Junction of Dorp and Keerom Streets, Cape Town
Identification details:	DEPARTMENT OF HEALTH AND WELLNESS 4 Dorp Street, Cape Town, 8001 Tender reference number, Title of Tender, Tenderer name and contact address of tenderer

F.2.13.6 A two-envelope procedure will not be followed.

F.2.14 The Employer requires tenderers to return a fully priced Price List with the tender submission. ALL ITEMS in the Price List must be priced, subject to the following:

- Where pricing for any item is intentionally included in the rate or Price of another item, this must in every instance be clearly indicated so by the tenderer and cross-referenced to the item in question in the Price List. **Tenders showing a pattern of unpriced items without due reference to where the omitted Prices are included in other items in the Price List, will be disqualified.**
- Summarising parts or sections of the Price List into single lump sums or rates without providing the breakdown of pricing of items as per the Price List, is not acceptable and will disqualify the tender.**
- Where an item is encountered against which no Price or rate is entered and it can be reasonably attributed to error on the part of the tenderer, that item will be treated as covered by other Prices or rates in the Price List.

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile, copied or e-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is approximately **90 DAYS**, expiring **AFTER TENDER CLOSING**. The Employer reserves the right to extend the validity period for any additional period if deemed in the interest of the Employer.

F.3 The Employer's undertakings

F.3.4.1 The time and date of tender closing is:
Time: **29 September 2023 at 11:00 am**

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
SOURCING)
BID OPENED 11:00

2023 – 09-29

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- F.3.8 Test for responsiveness: Tenders will be considered non-responsive if:
- the tender is not in compliance with specifications;
 - the tenderer has not fully completed and signed where required, all the returnable documents as listed in Part T2 of this tender document;
 - the tenderer has failed to clarify or submit any supporting documentation within 5 (Five) days of being requested to do so in writing.

- F.3.9.2 Arithmetical errors and discrepancies:
- If pricing for the tender is a lump sum offer without a breakdown of rates and prices in a pricing schedule and there is a discrepancy between the amount in words and the amount in figures, the amount in words shall govern.
 - If a pricing schedule in the form of a bill of quantities, a price list, activity schedule or other format applies, the employer shall check all substantively responsive tenders for errors and discrepancies in the pricing schedule and offer form, and correct such errors and discrepancies in the following manner:
 - Where there is a discrepancy between the unit rate and the total price for any line item that is obtained by multiplying the unit rate and the quantity stated for that line item, the unit rate shall prevail and the total price for that line item shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit rate, in which case the total price for that line item shall prevail and the unit rate shall be corrected.
 - Where there is an error in the total of the prices either as a result of corrections made in accordance with the above or in the tenderer's addition of prices, the total of the prices shall be corrected.
 - Where there is a discrepancy between the total of the prices in the pricing schedule and the total tender amount, or a discrepancy between the total amount in words and the total amount in figures, the amount corresponding to the correct total of the prices in the pricing schedule shall prevail and the others corrected.
 - Tenderers shall be notified by the *Employer* of corrections made in accordance with F.3.9.2 and requested to accept the corrections including, where applicable, a corrected total tender offer. If the tenderer fails to accept the corrections so notified within a stated period after receipt of the *Employer's* request to do so, the tender will be rejected.
 - If corrections made in accordance with F.3.9.2 results in a change in the total tender amount of any of the tenderers, all substantively responsive tenderers shall be notified of the corrected amounts by the *Employer*, to ensure transparency of the correction process.

- F.3.11 The procedure for the evaluation of responsive tenders is **Method 2 (Functionality, Price and Preference)**

Price will be scored using the Formula $P_s = 80(1 - ((P_t - P_{min})/P_{min}))$ where:

1. P_s is the number of points scored for comparative price of tender under consideration;
2. P_{min} is the comparative price of the lowest acceptable tender offer;
3. P_t is the comparative price of tender offer under consideration.

Preference will be scored as follows:

Up to 20 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. The maximum attainable combined score for price and preference is 80+20=100 points.

Functionality will be scored according to the criteria contained in the returnable schedule for **functionality**, with a maximum attainable score of 100%. **The tenderer must score a minimum of 70 points in order to pass the test for responsiveness for this tender.** Bid submissions which fail to attain the minimum score for functionality will be disqualified without any consideration of the offer in terms of price and preference.

PLEASE NOTE: The scoring for functionality is NOT added to the combined score for price and preference for this bid. Tenders which pass the test for responsiveness in terms of functionality will be ranked solely according to their combined score for price and preference.

All responsive tender offers are subject to a comprehensive risk assessment in terms of:

1. Financial viability and sustainability;
2. Evaluation and validation of the required information provided by the tenderer in inter alia returnable schedules.

The *Employer* reserves the right to request, in writing, additional information from tenderers to clarify their offer if deemed necessary for risk assessment purposes. Failure on the part of the tenderer to provide the additional information within seven days after receipt of such a request will disqualify the tender. Tender offers which present an unacceptable high risk to the *Employer* in terms of one or both of the risk assessment criteria above, will be rejected.

Tender offers will only be considered if:

1. The tenderer has attended the compulsory site meeting and completed the attendance register
2. the tenderer is registered on the Western Cape Supplier Evidence Bank (WCSEB) and his registration is not suspended by close of tender;
3. the tenderer is registered on the Central Supplier Database (CSD) and the tenderer is shown to be tax compliant either via online CSD verification, or by attaching written proof by SARS of approved arrangements in terms of the tenderer's tax clearance by close of tender;
4. the tenderer is registered with the Construction Industry Development Board (CIDB) in the appropriate contractor grading designation (**if applicable**) stated in this Tender Data by close of tender;
5. the tenderer submits this complete tender document from page 1 to page 98 inclusive, with all returnable schedules duly completed and priced as per the instructions pertaining to each schedule and section, and requirements stated in this Tender Data when requested to do so by the Employer's Agent within the stipulated time;
6. the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
7. the tenderer has not:
 - abused the *Employer's* Supply Chain Management System, evidence of which can be clearly demonstrated by the *Employer*;
 - failed to complete any previous contract due to the tenderer's own fault for any organ of state within the last 2 years;
 - submitted more than one offer (including participation in joint venture arrangements with others), and
8. has completed the Compulsory Enterprise Questionnaire, Declaration of Interests (WCBD 4) and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the *Employer* or potentially compromise the tender process.

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
 SOURCING)
 BID OPENED 11:00

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**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH AND WELLNESS**

**ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE
GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE
MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN
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Part T2: Returnable Documents	
T2.1 List of returnable documents	Page 11
T2.2 Returnable schedules	Page 12

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
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T2.1 List of returnable documents

IMPORTANT: The tenderer must complete all returnable schedules. Use the "Check" column to tick completion of each returnable schedule as a verification procedure to ensure all schedules are duly completed. **Failure to complete all returnable schedules will invalidate the tender.** Please see instructions for completion of returnable schedules under heading T2.2 following on the next page.

1. Returnable schedules required for tender evaluation and contracting purposes.

Schedule No	Schedule Description & Location	Check
Tender Schedules:		
1	Tendering entity and authority of signatory Page 13	<input type="checkbox"/>
2	Compulsory Enterprise Questionnaire Page 19	<input type="checkbox"/>
3	WCBD 6.1(a): Preference Certificate (80:20) Page 23	<input type="checkbox"/>
4	WCBD4: Declaration of interest Page 28	<input type="checkbox"/>
5	Addenda / Notices issued to tenderers Page 34	<input type="checkbox"/>
6	Functionality Page 35	<input type="checkbox"/>
7	Clarification meeting certificate Page 38	<input type="checkbox"/>
Contract Schedules:		
8	C1.1 Form of Offer and Acceptance Page 41	<input type="checkbox"/>
9	C1.2 Contract Data Part Two: Data provided by the <i>Contractor</i> Page 49	<input type="checkbox"/>
10	Pricing Summary Page 53	<input type="checkbox"/>
11	Price List Page 54	<input type="checkbox"/>
12	Service Information required from <i>Contractor</i> Page 93	<input type="checkbox"/>
13	Amendments by <i>Contractor</i> Page 94	<input type="checkbox"/>
14	<i>Contractor's</i> schedule of subcontractors Page 95	<input type="checkbox"/>
15	<i>Contractor's</i> health & safety plan Page 96	<input type="checkbox"/>

2. Returnable Documents to be submitted with bid

Document	Check
1. Valid B-BBEE Status Level Verification Certificate	<input type="checkbox"/>
2. A valid Letter of Good standing from the Department of Labour (Compensation Commissioner), where the nature of business listed on the document must be related to the scope of works in this document (COIDA)	<input type="checkbox"/>
3. Ten Million Rand (R 10 million) Public Liability Insurance from an Accredited Insurer	<input type="checkbox"/>
4. All completed appendixes to be listed in this order in a bind folder	<input type="checkbox"/>

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T2.2 Returnable schedules

Important information for completing returnable schedules

1. The returnable schedules list T2.1 shows all the returnable schedules which need to be completed and returned for tender evaluation and contracting purposes by the date and time stipulated by the Employer's Agent. This list includes both document-standard and project-specific schedules. List T2.1 should be used as a checklist by the tenderer to verify that all returnable schedules have been duly completed, to avoid the tender being rejected as non-responsive due to an incomplete submission
2. Each returnable schedule is numbered, starting at Schedule 1 and following a consecutively incremented whole number sequence through the tender document to the final schedule number assigned, as per the returnable schedules list.
3. Although all returnable schedules are numbered and follow in numeric sequence, they are not all grouped together in a single location in this tender document. Returnable schedules are divided into 2 groups:
 - i. Tender Schedules
 - ii. Contract Schedules

The first group of schedules (Tender Schedules) follow directly from here on forward in Part T2.2, with the remainder (Contract Schedules) following in various sub-sections of Part C of this tender document. Contract Schedules become part of the contract document after tender award. Schedules can be quickly located by their document page number given in the list of returnable schedules T2.1.

4. The tenderer must furnish all the information required for each returnable schedule with the indicated amount of detail to ensure compliancy of the tender with responsiveness criteria. Please note: If any returnable schedule or part thereof is not applicable to the tenderer, that schedule or part thereof must be clearly marked "Not Applicable" (N/A), and not simply left blank. Schedules left blank without any indication of response by the tenderer to the requested information in the schedule, will be taken as an omission of the requested information.
5. Some schedules may either require, or have as an option, additional pages of information to be appended by the tenderer when submitting the tender. In each case the exact number of additional pages must be indicated in the space provided on that schedule or indicated as NIL if no additional pages are appended. All appended pages must be clearly marked with the schedule number to which they belong.
6. All returnable schedules require the signature of the tenderer's authorised signatory where indicated and the date. Unsigned schedules, unless they are clearly marked "Not Applicable" by the tenderer, will render your tender invalid.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
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ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

SCHEDULE 1: Tendering entity and authority of signatory

The purpose of this Schedule is to obtain the necessary information about the tendering entity, and to establish authority of the signatory to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the tendering entity.

INSTRUCTIONS FOR COMPLETING SCHEDULE 1:

Tendering entities may be sole proprietors, partnerships, trusts, companies, close corporations or consortia / joint ventures. Schedule 1 must be completed as follows:

- If the tendering entity is a sole proprietor, trust, partnership, company or close corporation, complete both this page and Section 1 of this Schedule, and clearly mark Section 2 (both 2.1 and 2.2) as "Not Applicable".
- If the tendering entity is a consortium or joint venture, then complete both this page and Section 2 (both 2.1 and 2.2) of this Schedule, and clearly mark Section 1 as "Not Applicable".
- The contact details below must be the officially designated contact addresses which will be used by the *Employer* for any and all communication in regard to this tender, and if the tender is awarded, also during the execution of the contract.

THE TENDERING ENTITY IS: (*Circle the applicable option)

*A Sole Proprietor / Partnership / Trust / Company / Close Corporation / Consortium / Joint Venture.

NAME OF THE TENDERING ENTITY:

.....
(Legally correct full name of the tendering entity)

CONTACT DETAILS:

Physical Address:

.....

.....

..... (Postal Code)

Telephone number:

Mobile number:

Fax number:

Email address:

Schedule 1 continues with Section 1 on the next page.

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Section 1: Resolution of board of *Trustees/Directors/Members/Partners

Notes:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the tendering entity.
3. Should the number of trustees/directors/members/partners exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

.....
(Legally correct full name and registration number, if applicable, of the tendering entity)

Taken at On
(Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid to the DEPARTMENT OF HEALTH AND WELLNESS in respect of Tender No: **WCGHIS007/2022 ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT**
2. *Mr/Mrs/Ms:

in *his/her capacity as:
(Position in the entity)

and who will sign as follows:

AUTHORISED SIGNATURE OF TENDERER

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING)	
BID OPENED 11:00	
2023 – 09-29	
1)..... SIGNED	2)..... SIGNED

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the bid to the entity mentioned above.

Date:.....

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

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Section 2.1: Resolution to enter into Consortium / Joint Venture

Notes:

1. *Delete which is not applicable
2. A separate copy of this Section 2.1 must be duly completed, signed and submitted for each consortium/joint venture partner.
3. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the entity entering into the consortium/joint venture.
4. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

.....
(Legally correct full name and registration number, if applicable, of the entity)

Taken at On
(Place) (Date)

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 2023 – 09-29	
1)..... SIGNED	2)..... SIGNED

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid, in consortium/joint venture with the following entities to the DEPARTMENT OF HEALTH AND WELLNESS in respect of Tender No **WCGHIS007/2022**

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
5		

(Append separate page if not enough space)

WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH AND WELLNESS

**ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE
GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE
MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN
ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)**

2. *Mr/Mrs/Ms:

in *his/her capacity as:
(Position in the entity)

and who will sign as follows:

AUTHORISED SIGNATURE

be, and is hereby authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the tender described in item 1 above.

3. The entity accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the Department in respect of the tender under item 1 above.
4. The entity chooses as its domicilium citandi et executandi for all purposes arising from this consortium/joint venture agreement and the contract with the Department in respect of the tender under item 1 above, the physical address and contact details as furnished on the first page of this Schedule.

Date:.....

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

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
SOURCING)
BID OPENED 11:00

2023 – 09-29

1)..... SIGNED	2)..... SIGNED
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WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Section 2.2: Resolution to bid as Consortium / Joint Venture

Notes:

1. IMPORTANT. This resolution must be signed by ALL the representatives of the bidding consortium/joint venture.
2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for Tender No: **WCGHIS007/2022**

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Held at On.....
(Place) (Date)

	Name of authorised representative	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

- A. The abovementioned entities submit a bid in consortium/ joint venture to the Department in respect of the tender mentioned above.

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00

2023 – 09-29

1)..... 2).....
 SIGNED SIGNED

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

B. *Mr/Mrs/Ms:

in *his/her capacity as:
(Position in the bidding consortium/joint venture)

and who will sign as follows:

AUTHORISED SIGNATURE OF TENDERER

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the entities in the consortium/joint venture mentioned above.

C. The entities constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

.....
(Consortium/joint venture name)

- D. The entities to the consortium/joint venture accept joint and several liability with the parties above for the due fulfillment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the Department in respect of the tender mentioned above.
- E. Any of the entities to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the entities shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the consortium/joint venture as mentioned under item D above.
- F. No entity to the consortium/joint venture shall, without the prior written consent of the other entities to the consortium and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the Department referred to herein.
- G. The entities choose as domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the Department in respect of the tender mentioned above, the physical address and contact details as furnished on the first page of this Schedule.

Date:.....

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

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

SCHEDULE 2: Compulsory Enterprise Questionnaire

Note: In the case of a consortium/joint venture, separate enterprise questionnaires as per this schedule in respect of each consortium/joint venture partner must be completed and submitted.

Section 1: Name of enterprise: Address of enterprise:																				
Section 2: VAT registration number, if any:																				
Section 3.1: CIDB registration number, if any: 	Section 3.2: Western Cape Supplier Evidence Bank Registration Number: 																			
Section 4: Particulars of sole proprietors and partners in partnerships																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Name*</th> <th style="width: 33%;">Identity number*</th> <th style="width: 33%;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Name*	Identity number*	Personal income tax number*															
Name*	Identity number*	Personal income tax number*																		
* Complete only if sole proprietor or partnership and append separate page if more than 6 partners																				
Section 5: Particulars of companies and close corporations Company registration number..... Close corporation number..... Tax reference number.....																				

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 2023 – 09-29 1)..... 2)..... SIGNED SIGNED	
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WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council
<input type="checkbox"/> a member of any provincial legislature
<input type="checkbox"/> a member of the National Assembly or the National Council of Province
<input type="checkbox"/> a member of the board of directors of any municipal entity
<input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

Append separate page if not enough space

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00

2023 – 09-29

1).....	2).....
SIGNED	SIGNED

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council
<input type="checkbox"/> a member of any provincial legislature
<input type="checkbox"/> a member of the National Assembly or the National Council of Province
<input type="checkbox"/> a member of the board of directors of any municipal entity
<input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

Append separate page if not enough space

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00
2023 – 09-29

1)..... SIGNED	2)..... SIGNED
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WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH AND WELLNESS

**ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE
GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE
MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN
ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)**

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

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

AUTHORISED SIGNATURE OF TENDERER

Signatory Name.....

Signatory Position/Capacity:.....

Date:.....

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

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
SOURCING)
BID OPENED 11:00

2023 – 09-29

1)..... 2).....
SIGNED SIGNED

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

SCHEDULE 3: WCBD 6.1(a): PREFERENCE CERTIFICATE (80:20)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND CODES OF GOOD PRACTICE

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVE APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

-
- | | |
|----------|---|
| 1 | DEFINITIONS |
| 1.1 | “acceptable tender” means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document. |
| 1.2 | “affidavit” is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings. |
| 1.3 | “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies; |
| 1.4 | “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act; |
| 1.5 | “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; |
| 1.6 | “BID” means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of tendering /tendering; |
| 1.7 | “Code of Good Practice” means the generic codes or the sector codes as the case may be; |
| 1.8 | “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract; |
| 1.9 | “contract” means the agreement that results from the acceptance of a tender by an organ of state; |
| 1.10 | “EME” is an Exempted Micro Enterprise with an annual total revenue of R10 million or less. |
| 1.11 | “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract; |
| 1.12 | “Large Enterprise” is any enterprise with an annual total revenue above R50 million; |
| 1.13 | “non-firm prices” means all prices other than “firm” prices; |
| 1.14 | “person” includes a juristic person; |
| 1.15 | “price” means an amount of money tendered for goods or services, and includes all applicable taxes less unconditional discounts ; |
| 1.16 | “proof of B-BBEE status level contributor” means- <ul style="list-style-type: none"> (a) The B-BBEE status level certificate issued by an authorized body or person; (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act. |
| 1.17 | QSE is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million; |
| 1.18 | “rand value” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation; |
| 1.19 | “sub-contract” means the primary contractor's assigning, leasing, making out work to, or employing, another person to |

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

support such primary contractor in the execution of part of a project in terms of the contract;

- 1.20 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **“tender for income generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state ,and includes, but is not limited to leasing and disposal of assets and concession contracts ,excluding direct sales and disposal of assets through public auctions;
- 1.22 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **“the Regulations”** means the Preferential Procurement Regulations, 2022;
- 1.24 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013*;
- 1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2 GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all tenders:

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).

2.2 Preference point system for this tender:

The value of this tender is estimated **not to exceed R50 000 000** (all applicable taxes included) and therefore **the 80/20 preference point system shall be applicable.**

2.3 Preference points for this tender shall be awarded for:

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

2.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING)
BID OPENED 11:00

2023 – 09-29

1).....
SIGNED

2).....
SIGNED

2.5 Failure on the part of a tenderer to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the tender or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3 ADJUDICATION USING A POINT SYSTEM

3.1 Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act ,2000, the tenderer obtaining **the highest number of total points** will be awarded the contract.

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 as per section 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering process
- 3.7 Should two or more tenders be equal in all respects; the award shall be decided by the drawing of lots.

4 POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00

2023 – 09-29

1)..... 2).....
 SIGNED SIGNED

5 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

- 5.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 5.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via

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Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

- 5.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 5.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 5.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 5.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

6 BID CLARIFICATION

6.1 Bidders who claim points in respect of BBB-EE status level of contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

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

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable)

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? **YES / NO** (delete which is not applicable)

8.1.2 sub-contracting relates to a particular contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/ entity:

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
- ☐ Personal liability company
- ☐ (PTY) Limited
- ☐ Non -Profit Company
- ☐ State Owned Company

(select applicable one)

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
SOURCING)
BID OPENED 11:00

2023 – 09-29

1)..... 2).....
SIGNED SIGNED

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- 9.5 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-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:
- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the tenderer.
 - (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
 - (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.
 - (d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% of its annual turnover.
 - (e) The purchaser may, if it becomes aware that a tenderer may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
 - (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the tendering process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and
 - (iv) forward the matter for criminal prosecution.
 - (g) The information furnished is true and correct.
 - (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE OF THE BIDDER(S) :

WITNESSES (Signature & Name):

1.

2.

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING)	
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SCHEDULE 4: WCBD 4: DECLARATION OF INTERESTS, BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG).

3. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

"business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

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

"Corruption"- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly-

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—

(i) that amounts to the-

- (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
- (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:

(ii) that amounts to-

- (aa) the abuse of a position of authority;
- (bb) a breach of trust; or
- (cc) the violation of a legal duty or a set of rules;

(iii) designed to achieve an unjustified result; or

(iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption

"CSD" means the Central Supplier Database maintained by National Treasury;

"employee", in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

"entity" means any –

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or

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(b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person’s —

(a) spouse; or

(b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means —

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

“RWOEE” means — Remunerative Work Outside of the Employee’s Employment

“spouse” means a person’s —

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

(i) resigned as an employee of the government institution or;

(ii) cease conducting business with an organ of state or;

(iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.

6. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution’s supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.

7. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:

a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

10. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public

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DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
SOURCING)
BID OPENED 11:00

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1).....
SIGNED

2).....
SIGNED

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sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A: DETAILS OF THE ENTITY

A1	CSD Registration Number	MAAA
A2	Name of the Entity	
A3	Entity registration Number (where applicable)	
A4	Entity Type	
A5	Tax Reference Number	

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

TABLE A

FULL NAME	DESIGNATION <small>(Where a director is a shareholder, both should be confirmed.)</small>	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c). Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION / RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./PERSAL NO. (Indicate if not known)

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
------------	--	----	-----

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1)..... 2).....
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C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT / ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

(if not enough space, attach additional pages)

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">NO</td> <td style="width: 50%; padding: 5px;">YES</td> </tr> </table>	NO	YES	
NO	YES				
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">NO</td> <td style="width: 50%; padding: 5px;">YES</td> </tr> </table>	NO	YES	
NO	YES				
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 5px;">NO</td> <td style="width: 33%; padding: 5px;">YES</td> <td style="width: 33%; padding: 5px;">N/A</td> </tr> </table>	NO	YES	N/A
NO	YES	N/A			
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">NO</td> <td style="width: 50%; padding: 5px;">YES</td> </tr> </table>	NO	YES	
NO	YES				
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">NO</td> <td style="width: 50%; padding: 5px;">YES</td> </tr> </table>	NO	YES	
NO	YES				

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SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

The form should be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I understand the content of the document;
- iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be 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 the Institution.
- iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:

2 I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed before me and the deponent's signature/thumbprint/mark was place thereon in my presence

SIGNATURE

FULL NAMES

Commissioner of Oaths

Designation (rank)ex officio: Republic of South Africa

Date:Place

Business Address:

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
SOURCING)
BID OPENED 11:00

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1)..... 2).....
SIGNED SIGNED

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SCHEDULE 5: Addenda / Notice(s) issued to tenderers

We confirm that the following communications / addenda / notice(s) to tenderers received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer (If no addenda/notices mark schedule NIL, if not enough space, attach additional pages):

ADDENDUM No	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

Documentary evidence of addenda / notices issued to tenderers indicating proof of receipt must accompany this Schedule.

AUTHORISED SIGNATURE OF TENDERER

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 2023 – 09-29	
1)..... SIGNED	2)..... SIGNED

Date:.....

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

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SCHEDULE 6: Functionality

Notes: In terms of Method 2 (financial offer, quality and preferences) described in the Conditions of Tender for evaluation of this tender, the tenderer must complete this Functionality Schedule. The information required must be provided as additional pages appended to this Schedule, with the number of appended pages specified and the Schedule signed by the authorised signatory in the spaces provided below. ALSO NOTE: The information provided by the tenderer is subject to verification and if any form of falsification or misrepresentation of any of the required details is found, the tender will be disqualified.

The functionality table below shows the fully transparent criteria for functionality evaluation and scoring. PLEASE DO NOT score any items in the table, this will be done by the *Employer* during tender adjudication upon scrutiny and verification of the information pages appended to this Schedule.

Definition of Functionality:

"Functionality" in terms of this tender means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service or commodity. It refers to the specialist expertise, technical ability, resources and experience required from the tenderer to be able to undertake and successfully execute and complete the work pertaining to this specific project and contract type.

Evaluation of the Tenders:

The evaluation of the tenders will be conducted in the following two stages:

Stage 1. Firstly, the assessment of functionality will be done in terms of information made available by the tenderer according to the criteria in the Functionality Table below, where a total of 100 points are awarded, broken down as per the items listed in the table. The minimum qualifying threshold will be **70%** of the 100 points awarded for functionality. Tenders failing to attain this threshold will be disqualified without consideration of the other criteria of the CIDB Method 2 evaluation (financial offer and preference).

Stage 2. Thereafter, only the tenders qualifying with a score of **70%** and above will be evaluated in terms of points scored for financial offer and preferences in the applicable ratio as stated in the Conditions of Tender (80:20).

FUNCTIONALITY TABLE

NO	ITEM	POINTS
1	Relevant Project Experience and Capability (total of items 1.1 through 1.4)	40
1.1	<p>Energy Efficiency contracting experience</p> <ul style="list-style-type: none">Experience in Energy Efficiency for the project team and/or company, specific to Energy Performance Contracting and shared energy savings models-linked to value of projects completed. Minimum R3 million income from shared savings over duration of each contract. Provide documented proof of such contracts and value for different third parties, attached to this schedule for points to be awarded. If the tendering entity is a consortium/joint venture, contracts by the member organisations are acceptable. <p><i>Total scoring: 5 contracts=10 points; 3-4 contracts=5 points; 1-2 contracts=3 points; No contracts=0 points</i></p>	10

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DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

1.2	<p>Water Conservation and Water Demand management (WCWDM) experience</p> <ul style="list-style-type: none"> Experience in WCWDM for the project team and/or company, specific to Water Performance Contracting and shared water savings models-linked to value of projects completed. Minimum R1 million income from shared savings over duration of each contract. Provide documented proof of such contracts and value for different third parties, attached to this schedule for points to be awarded. If the tendering entity is a consortium/joint venture, contracts by the member organisations are acceptable. <p><i>Total scoring: 5 contracts=10 points; 3-4 contracts=5 points; 1-2 contracts=3 points; No contracts=0 points</i></p>	10
1.3	<p>Third party references: Energy Efficiency contracts</p> <ul style="list-style-type: none"> Provide favourable letters of reference from customers for the number of completed or currently ongoing Energy Performance contracts exceeding a value of R3 million income from shared savings. The customers must confirm contract value in their reference letters for points to be awarded. If the tendering entity is a consortium/joint venture, contracts by the member organisations are acceptable. <p><i>Total scoring: 5 letters=10 points; 3-4 letters=5 points; 1-2 letters=3 points; No letters=0 points</i></p>	10
1.4	<p>Third party references: WCWDM contracts</p> <ul style="list-style-type: none"> Provide favourable letters of reference from customers for the number of completed or currently ongoing WCWDM contracts exceeding a value of R1 million income from shared savings. The customers must confirm contract value in their reference letters for points to be awarded. If the tendering entity is a consortium/joint venture, contracts by the member organisations are acceptable. <p><i>Total scoring: 5 letters=10 points; 3-4 letters=5 points; 1-2 letters=3 points; No letters=0 points</i></p>	10
2	Resources (total of items 2.1 to 2.3)	60
2.1	<p>Company Organogram</p> <ul style="list-style-type: none"> Provide a detailed organogram of the leadership and management structure you intend to mobilize on a substantially full time basis on this contract. Indicate listed personnel's qualifications and experience details on the organogram. <p><i>Scoring – add up the following: Personnel qualification details=2 points; Personnel experience details=2 points; Employer's adequacy rating of organogram=1 point.</i></p>	5

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING)
BID OPENED 11:00

2023 – 09-29

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SIGNED SIGNED

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

2.2	<p>Company Infrastructure</p> <ul style="list-style-type: none"> Provide detailed information about infrastructure capacity available in the Western Cape Province for the tendering business entity with specific reference to both skilled labour resources and technical expertise. <p><i>Total scoring: Employer's adequacy rating of infrastructure capacity=5 points;</i></p>	5
2.3	<p>CV's of key personnel</p> <ul style="list-style-type: none"> Provide CV's of the key personnel to be employed substantially full time on this contract and in key supporting roles. <p><i>Scoring – add up the following: Details of the appropriately qualified and experienced personnel responsible for: Retrofitting and installation of devices=4 points; Electrical work=4 points; Mechanical work=4 points; Overall project management and control=4 points; Employer's adequacy rating of key personnel=4 points.</i></p>	20
2.4	<p>Funding/financing</p> <ul style="list-style-type: none"> Display financial capacity for the rollout of technologies in Energy Efficiency and WCWDM contracts, by providing an official letter from a bank (on their letterhead), confirming the tendering entity's ability to raise a minimum of the amounts indicated in the scoring below from the financial institution, to finance projects. Alternatively, a letter from the bank to indicate the ability of the tendering entity to pay for the indicated values out of own cash reserves at the bank. <p><i>Total scoring: R20m=30 points; R10m=20 points; R5m=10 points; Less than R5m=0 points</i></p>	30
TOTAL POINTS FOR FUNCTIONALITY		100

AUTHORISED SIGNATURE OF TENDERER

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING)
BID OPENED 11:00

2023 – 09-29

1).....
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Date:.....

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

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE
GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE
MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN
ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

SCHEDULE 7: Clarification meeting certificate

Note: This site/clarification meeting certificate must be taken along to the meeting, completed and signed by a duly authorised and knowledgeable representative of the tenderer, able to comprehend and interpret site conditions and information conveyed, thereby enabling the tenderer to put forward an informed bid, with full understanding of the factors likely to influence the work and cost thereof. This certificate **MUST** be countersigned by a representative of the *Employer* at the time of the meeting, failure of which will render the tender non-compliant and invalid. The attendance register at the site/clarification meeting must also be signed by the tenderer's representative.

This is to certify that I,
(Name)

representing:
(Tenderer)

attended the site clarification meeting on:
(Date)

held at:
(Place)

I am sufficiently knowledgeable and experienced to be able to understand all aspects of the tender and work to be undertaken as described in this tender document. I have made myself familiar, as far as is practically possible, with all local conditions, risks, contingencies and other circumstances likely to influence the execution of the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand fully the work to be done, as specified and implied, in the execution of this contract.

SIGNED ON BEHALF OF TENDERER

SIGNED ON BEHALF OF <i>Employer</i>

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 2023 – 09-29 1)..... 2)..... SIGNED SIGNED

Name of *Employer's* Representative:

Date:

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

NEC3 CONTRACT: TSSC3 16B – Delivery & Maintenance of Infrastructure

A contract between the Department of Health and Wellness

and

Name of *Contractor*:

.....

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

The Contract

Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement 2019

Part C1: Agreement and Contract Data	Page 39
C1.1 Form of Offer and Acceptance	Page 40
C1.2 Contract Data	Page 44
Part C2: Pricing Data	Page 49
C2.1 Pricing assumptions & instructions	Page 50
C2.2 Pricing schedule	Page 52
Part C3: Scope of work	Page 58
Service Information	Page 59
Appendix: Drawings, schematics & annexures	Page 98

NOTE: The complete contract documentation comprises the following:

- This document, from and including this page (page 39) forward, up to and including the last page (page 98) in this document page count;
- All items included by reference or otherwise in this document;
- All addenda/notices issued by the *Employer* to tenderers prior to tender closing;
- All deviations included in the Schedule of Deviations on page 43 of this document;
- All additional pages appended by the tenderer to returnable Contract Schedules which are accepted by the *Employer*.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
SOURCING)
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WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT
DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3)
YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER
PERFORMANCE)

Part C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance	Page 41
Schedule 8: Form of Offer and Acceptance	Page 41
C1.2 Contract Data	Page 45
Contract Data Part One	Page 45
Schedule 9: Contract Data Part Two	Page 49

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
SOURCING)
BID OPENED 11:00

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WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT
DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3)
YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER
PERFORMANCE)

C1.1 Form of Offer and Acceptance

SCHEDULE 8: C1.1 Form of Offer and Acceptance

The Contractor's Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Tender No: WCGHIS007/2022**

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

By the representative of the tenderer, deemed to be duly authorised, signing this Offer, the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered reference total of the Prices for the service in Part 1 and Part 2 of the Price List added together INCLUSIVE OF VALUE ADDED TAX IS:

.....Rand (in words);

R..... (in figures).

This offer may be accepted by the *Employer* by signing the *Employer's* Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

NOTE: The total reference price offer for this contract is used for tender evaluation and comparison purposes only. Therefore, if the *Employer* accepts by signing the Acceptance part of this Form of Offer and Acceptance, the amount above shall revert to NIL and the awarded contract price offer shall become "RATES ONLY", which constitute the tendered rates/Prices/percentages in accordance with the pricing schedule for this contract.

For the tenderer:

AUTHORISED SIGNATURE OF TENDERER

Tenderer MUST complete the following:

CIDB Reg No.....

CSD Reg No.....

WCSEB Reg No.....

B-BBEE Status Level.....

Name of Organisation:

Name and Capacity of signatory:

Address of organisation

Name and signature of witness:

Date:

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
SOURCING)
BID OPENED 11:00

2023 – 09-29

1).....
SIGNED

2).....
SIGNED

The *Employer's* Acceptance

By signing this Acceptance, the *Employer* identified below accepts the tenderer's offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's offer shall form an Agreement between the *Employer* and the tenderer upon the terms and conditions contained in this Agreement and in the contract that is the subject of this Agreement.

The terms of the contract are contained in Part C1: Contract Data (which includes this agreement) and drawings, schedules and documents or parts thereof, which may be incorporated by reference into Part C1.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender 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 Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

For the *Employer*: WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH AND WELLNESS
4 Dorp Street
Cape Town
8000

SIGNATURE OF <i>Employer</i>

Name:

Capacity:

Name and signature of witness:

.....

Date:

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
SOURCING)
BID OPENED 11:00

2023 – 09-29

1)..... 2).....
SIGNED SIGNED

2023 – 09-29

1)..... 2).....
SIGNED SIGNED

Schedule of Deviations

(Append separate page if not enough space)

1 Subject:

Details:

.....

.....

2 Subject:

Details:

.....

.....

3 Subject:

Details:

.....

.....

4 Subject:

Details:

.....

.....

5 Subject:

Details:

.....

.....

6 Subject:

Details:

.....

.....

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

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

For the Tenderer:

AUTHORISED SIGNATURE OF TENDERER

Name:

Capacity:

Name and address of organisation:

.....

Name and signature of witness:

.....

Date:

For the Employer:

WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH AND WELLNESS
4 Dorp Street
Cape Town
8000

SIGNATURE OF <i>Employer</i>

Name:

Capacity:

Name and signature of witness:

.....

Date:

Number of additional pages appended by the tenderer to this schedule (If nil, enter NIL).

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Contract Data

C1.2 Contract Data Part One

Data provided by the *Employer*

1 General

- The *Employer* is (Clause 10.1)
THE DEPARTMENT OF HEALTH AND WELLNESS
WESTERN CAPE GOVERNMENT
ADDRESS: 4 Dorp Street
CAPE TOWN
8001
- The *service* is **Tender No WCGHIS007/2022** (Clause 11.2(6)).
- The *period for reply* is **2 weeks** (Clause 13.2).
- The *Employer's Agent* is (Clause 14.5):
Name : **CHRIS MAUD**
Phone : 021-4836874
Fax :
E-mail : Chris.Maud@westerncape.gov.za
- The authority of the *Employer's Agent* is to act on behalf of the *Employer* in all matters regarding this contract (Clause 14.5).

3 Time

- The *starting date* is the **date of the letter of notification of appointment of the *Contractor* by the *Employer*** (Clause 30.1).
- The *service period* is **36 months**. (Clause 30.1).

5 Payment

- The *assessment day* is the **last** day of each month (Clause 50.1).
- Delete the entire content of Clause 50.3 and replace with the following:
The *Employer* certifies a payment within one week of receipt of the *Contractor's* application for payment. The *Employer* corrects any wrongly assessed amount due in the payment certificate (Clause 50.3).
- Delete the entire content of Clause 51.1 and replace with the following:
The *Contractor* prepares a tax invoice for the exact amount certified. The *Contractor* submits the tax invoice together with the corresponding payment certificate to the *Employer* for payment. Incomplete and incorrect payment submissions are returned within one week to the *Contractor* for correction. Payment is made within thirty days of receipt of a complete and correct *Contractor's* payment submission (Clause 51.1).

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DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
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2023 – 09-29

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SIGNED SIGNED

8 Indemnity, insurance and liability

- The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's* property in excess of **R50 000 000 (fifty million rand)** for any one event (Clause 80.1).
- The minimum amount of cover for the first insurance stated in the Insurance Table is **R10 000 000 (ten million rand)** (Clause 82.1).
- The minimum amount of cover for the third insurance stated in the Insurance Table is **R10 000 000 (ten million rand)** (Clause 82.1).
- The minimum amount of cover for the fourth insurance stated in the Insurance Table is **R20 000 000 (twenty million rand)** (Clause 82.1).

9 Termination and dispute resolution

- The *Adjudicator* is the person selected by the Parties as follows: A Party may at any time notify the other Party of the names of two persons chosen from the panel of NEC *Adjudicators* set up by the Joint Civils Division of the Institution of Civil Engineers (ICE)(UK) and the South African Institution for Civil Engineering (SAICE) (see www.jointcivils.co.za) whose availability to act as the *Adjudicator*, has been confirmed by the notifying Party. The other party selects one of the two persons chosen to be the *Adjudicator* within the *period for reply* of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator*. The Parties appoint the *Adjudicator* under the NEC3 Adjudicator's Contract, June 2005. (Clause 93.1).
- The *Adjudicator nominating body* is The Chairman of the Joint Civils Division of the Institution of Civil Engineers (ICE)(UK) and the South African Institution for Civil Engineering (SAICE) (see www.jointcivils.co.za) (Clause 93.2(2)).
- The *tribunal* is **arbitration** (Clause 93.4).
- The *arbitration procedure* is **as set out in the Rules of the Arbitration Foundation of Southern Africa** (Clause 93.4).

The *conditions of contract* are the NEC3 Term Service Short Contract (September 2008, available from the South African Institution of Civil Engineering 011-805-5947 or Engineering Contract Strategies 011-803-3008, tenderers to obtain copies at their own cost) and the following additional conditions:

Z1 No clause

Z2 Identified and defined terms

The Contract Date is the date this contract came into existence.

Z3 Acts or omissions by mandataries

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

Z4 Maintenance of mandatory registrations

The *Contractor* ensures that his registrations as a supplier on the Western Cape Supplier Evidence Bank (WCSEB) and Central Supplier Database are maintained until the end of the *service period*.

Z5 Compliance with good labour practice

The *Contractor* is registered with, and provides a Certificate of Compliance issued by, the Building Industry Bargaining Council (BIBC) in terms of clause 6A of the Collective Agreement as published in the Government Gazette No 25769 dated 28 November 2003. The *Contractor* complies with all BIBC requirements in terms of registration and remuneration of employees in the Working Areas, and remains in good standing with the BIBC during the execution of the contract.

Z6 No clause

Z7 No clause

Z8 No clause

Z9 No gifts/tokens/invitations from the *Contractor* to *Employer's* officials

Although there are formal prescripts and mechanisms in place to regulate and record the receipt of small tokens/gifts/invitations from contractors and service providers, officials of the *Employer* are actively discouraged from accepting any such gifts/tokens/invitations. In terms of this contract, the *Contractor* shall not offer any gift/token/invitation which carries any monetary benefit, irrespective of value, directly or indirectly, to any official in the *Employer's* service, before or after completion of this contract.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
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2023-09-29
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Z10 No clause

Z11 Non-working days and the December/January builders' break

Z11.1 Non-working days stated in the Contract Data are added to delays to a Task Completion Date due to compensation events.

Z11.2 Inclusion or exclusion of the annual December/January builders' break in determining and influencing a Task Completion Date stated in a Task Order is as stated in the Contract Data, omission of which means EXCLUSION by default.

If Task Completion is delayed until after the start of the builders' break, the full period of the builders' break is added in addition to delays to the Task Completion due to compensation events **only if**

- the annual builders' break was EXCLUDED when setting the Task Completion Date in Task Orders, and
- the delay to Task Completion is not the *Contractor's* fault.

Z11.3 If either Party issues a communication in terms of this contract to the other at any time during the builders' break, the *period for reply* is extended by the remainder of the period of the builders' break at the time of the communication.

Contract Data for Z11:

- Saturdays, Sundays and National public holidays of the Republic of South Africa are non-working days when assessing delays to a Task Completion Date due to compensation events (Clause Z11.1).
- The full period of the annual builders' break of approximately 4 weeks in December/January for the years **2023 through 2026** is/are **INCLUDED** in the Task Completion Date as stated in a Task Order (Clause Z11.2).

Z12 No clause

Z13 The *Contractor* provides this additional insurance to the insurances listed in the Insurance Table: A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association (SASRIA).

Z14 Review and extension of the *service period*

The *Employer* reserves the option to review the contract prior to the end of the *service period* and extend the *service period* of this contract for 1 (one) additional service period. The *service period* is extended if

- the extension is notified by the *Employer* to the *Contractor* before or on the date of expiry of the current *service period*, and
- the duration of the extension does not exceed the allowed maximum duration stated in the Contract Data.

Contract Data for Z14:

- The allowed maximum duration for extension of the *service period* for this contract is **36 months** after review. (Clause Z14).

Z15 No clause

Z16 Payment of subcontractors by the *Contractor*

The *Contractor* pays a subcontractor in accordance with their subcontracting agreement, for all subcontracted work which in terms of this contract has been certified and paid to the *Contractor*.

Z17 No clause

Z18 Additional compensation events for Task Orders

The following are additional compensation events for Task Orders:

- Z18.1(1) The *Employer* instructs the *Contractor* to search for a Defect and no Defect is found.
- Z18.1(2) The *Contractor* encounters physical conditions which are not weather conditions and which an experienced contractor would have judged, at the time of quotation for the Task, to have such a small chance of occurring that it would have been unreasonable to have allowed for them. Only the difference between the physical conditions encountered and those for which it would have been reasonable to have allowed is taken into account in assessing a compensation event.
- Z18.1(3) The *Contractor* is prevented by weather from carrying out all work in a Task for periods of time, each one full working day, which are in total more than one seventh of the total number of days between the Task starting date and Task Completion Date. In assessing this event, only the working days which exceed this limit and on which work is prevented by no other cause are taken into account.
- Z18.1(4) The *Employer* notifies a correction to an assumption which he has stated about a compensation event.
- Z18.1(5) An event which
- stops the *Contractor* completing the Task or
 - stops the *Contractor* completing the Task by the Task Completion Date
- and which
- neither Party could prevent,
 - an experienced contractor would have judged at the time of quotation for the Task to have such a small chance of occurring that it would have been unreasonable to have allowed for it and
 - is not one of the other compensation events stated in this contract.
- Z18.1(6) A difference between the final quantity of work done in a Task and the quantity stated for an item in the Task Order.
- Z18.1(7) A loss or damage to work completed, plant and materials during execution of a Task which
- is not the fault or responsibility of the *Contractor* or
 - could not have been prevented by any reasonable action of the *Contractor*.
- Z18.2 In judging the physical conditions for the purposes of assessing any compensation event for Task Orders, the *Contractor* is assumed to have taken into account
- the information provided in the Task Order and the Service Information,
 - publicly available information referred to in the Task Order and the Service Information,
 - information obtainable from a visual inspection of the locality where the Task is executed and
 - other information which an experienced contractor could reasonably be expected to have or to obtain.

Z19 Cost of preparation of quotations for Task Orders and compensation events

All costs associated with the preparation of quotations for Task Orders and compensation events for this contract are the *Contractor's* risk and are not reimbursable by the *Employer*.

Z20 *Contractor's* site attendance register

The *Contractor* keeps an attendance register detailing identity, sign-in and sign-out by all his employees to the site or location where the *works* or *service* is provided, details of which are made available to the *Employer* upon request.

WESTERN CAPE GOVERNMENT: HEALTH
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WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Contract Data

C1.2 Contract Data Part Two

SCHEDULE 9: Data provided by the Contractor (the Contractor's offer)

1 General

- The Contractor is (Clause 10.1):

Name:

Address:

.....

Telephone: Fax:

Email Address:

- The tendered total of the Prices is in **Part C1.1: Form of Offer and Acceptance** of this document (Clause 11.2(4)).
- The Price List is in **Part C2: Pricing Data of this document** (Clause 11.2(4)).
- The percentage for overheads and profit added to the Defined Cost for people is **15%** (Clause 11.2(2)).
- The percentage for overheads and profit added to other Defined Cost is **12%** (Clause 11.2(2)).

AUTHORISED SIGNATURE OF TENDERER

Date:.....

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
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WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE
GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT
FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS
(SUBJECT TO SUPPLIER PERFORMANCE)

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ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

C2.1 Pricing assumptions & instructions

Pricing assumptions & instructions

1. GENERAL

- 1.1 It will be assumed that prices included in the Price List are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 1.2 The *Contractor* is paid for completed work i.e. work without Defects. The Price List comprises items using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.
- 1.3 The Price List needs to be read in conjunction with any drawings, schematics and annexures (if any) identified in the Service Information.
- 1.4 The units of measurement described in the Price List are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

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- 1.5 For the purpose of the Price List, the following words have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the relevant Standards or Specifications stated in the Works Information of this document.

Quantity: The number of units of work for each item.

Rate: The agreed payment per unit of measurement.

Price: The product of the quantity and the agreed rate for an item, or an agreed amount for an item, the extent of which is described in the Price List but the quantity of work of which is not measured in any units.

- 1.6 Descriptions in the Price List are abbreviated and comply generally with those in the Standards or Specifications stated in the Service Information of this document.
- 1.7 Instructions to do work or how it is to be done are not included in the Price List but in the Service Information. The Price List is only a pricing document.
- 1.8 As the *Contractor* has an obligation to correct Defects (Clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.
- 1.9 If the *Contractor* has decided not to identify or to price a particular item of work, it will be assumed that *Contractor* has included the cost to the *Contractor* of doing the work within the other Prices or rates in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- 1.10 There is no adjustment to the lump sum item price if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. The Prices tendered by the *Contractor* in the Price List shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
- 1.11 The *Contractor* does not have to allow in his Prices for matters that may arise as a result of a compensation event.
- 1.12 Those parts of the *service* to be provided using labour-intensive methods (if applicable) have been marked as such in the Price List and Service Information. The *service*, or parts of the *services* designated are to be provided using labour-intensive methods only, and pricing for such items must make provision for this accordingly. The use of equipment to provide such *service*, other than equipment specifically provided for in the Service Information, is not allowed and in contravention of the contract. The items designated as labour-intensive are not necessarily an exhaustive list of all the items which must be done labour-intensively, and this instruction does not override any of the requirements in the general labour intensive specification in the Service Information.
- 1.13 All Prices in the Price List exclude VAT, while the total of Prices reflected in the Price List Summary and the *Contractor's* Offer include VAT.

2. COMPENSATION EVENTS

- 2.1 Payment for items in the Price List which are associated with any budgetary allowances, provisional sums and prime costs are dealt with in the same manner as payment for compensation events, i.e. Defined Cost plus the percentage/s for overheads and profit as stated in the Contract Data.

3. THE TOTAL FINANCIAL OFFER FOR THIS TENDER

- 3.1 The financial offer of this tender is the total price reflected in the Pricing Summary of the Price List and, subsequently, in the *Contractor's* Offer.

4. MATERIAL CONFLICT WITH CONDITIONS OF CONTRACT

- 4.1 PLEASE NOTE: If anything in this Price List materially contradicts or is in conflict with any stipulation in the *conditions of contract*, the stipulation in the *conditions of contract* shall prevail.

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C2.2 Pricing schedule

SCHEDULE 10: Pricing Summary

TOTAL PRICE OFFER FOR THIS CONTRACT

The total price offer, EXCLUSIVE of VAT for all work specified in the Price List, is as follows:

Price carried from Price List Part 1: R NIL

Price carried from Price List Part 2 :

Section A: Table 1 R.....

Section A: Table 2 R.....

Section B: Table 3 R.....

Section B: Table 4 R.....

Sub-total R.....

Add VAT at 15% R.....

TOTAL PRICE OFFER : R.....

This total price offer is to be carried over to C1.1: Form of Offer and Acceptance on page 40 of this document.

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C2.2 Pricing schedule

SCHEDULE 11: Price List

The Price List for the *service* in this contract consists of two main parts, Part 1 and Part 2, as follows:

- **Part 1:** Work described in the Service Information which does not require the *Employer* to issue a Task Order (referred to in the Service Information and Price List as term service items). **Part 1 is not applicable to this contract.**
- **Part 2:** Work to be carried out within a stated period of time on a Task-by-Task basis and instructed by the *Employer* by Task Order (referred to in the Service Information and Price List as Task Order items). Part 2 is subdivided into the following sections:
 - Part 2 Section A: Energy Efficiency service
 - Part 2 Section B: Water Efficiency service (WCWDM)

The *service* will comprise work under Part 2 only.

IMPORTANT: Please note the following:

1. Ensure that the fully priced Price List is submitted with this document and returned with your bid submission. Failure to do so will invalidate your tender.
2. Ensure that the pricing totals in the Price List are carried as appropriate to the Pricing Summary on page 53 of this document, and the total of the Prices from there to the Form of Offer and Acceptance on page 41 of this document. Failure to do so will invalidate your tender.
3. Please check the Tender Data (clause F.2.10.5) for the requirements pertaining to submission of the priced document, and ensure that you comply with the stipulations thereof. Failure to comply will invalidate your tender.
4. All information given in the Service Information must be taken into account for pricing. Unrealistic pricing in terms of the envisaged work will render your tender high-risk, and therefore ineligible for award.
5. All items in the Price List are to be priced EXCLUSIVE of VAT.
6. All items in the Price List must be priced, irrespective of the tenderer submitting any alternative offers. Non-priced items may render your bid invalid – please see the Tender Data (clause F.2.14) for details.

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Price List Part 1: Term Service Items

There are no items in Part 1, term service items are not applicable to this contract.

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Schedule 11 : Price List (continued)

Price List Part 2: Task Order Items

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Section A: Energy Efficiency service

How to price for this service:

1. This term contract does not have defined and scoped projects with sufficient information at the tender stage which can be evaluated and priced through the regular methods of assessing the risks involved with each project, calculation of the investment required and payback period to effect an agreed electricity saving.
2. Instead the tenderer is given the opportunity to offer shared savings percentages as per illustrative Task Order scenarios for annual electricity saving, using payback periods and resultant Task Order operational period (maximum 2x payback period) of their investment as one risk factor in terms of their percentage claim of the envisaged saving, grouped by monthly baseline electricity bill totals per Task Order as the other risk factor.
3. The tendered saving percentage is then applied to an illustrative total annual savings amount to arrive at a Price in the far right column of the pricing table. Prices for all items in the pricing table are added together to arrive at a total of the Prices for this section, which is then carried to the Pricing Summary. Please note that the calculation of Prices are only for tender evaluation and comparison purposes do not reflect actual values envisaged for the contract. Only the tendered percentages will apply.
4. The offered savings percentages claimed for each cost scenario in the pricing table will be binding on the successful tenderer for all Task Orders for the duration of the contract, without escalation of the offered rates for the entire period. The Contractor will be required to "open the books" and fully disclose costs when presenting a quotation for a Task Order in order to determine the applicable savings percentage claim for the Task Order, most closely matching the percentage tendered for a similar scenario in the pricing table.

Pricing Table 1: Shared savings

Annual baseline electricity cost per Task Order excl VAT	Payback period of investment required to effect an agreed saving greater than 10% per Task Order	Maximum operational period of Task Order	Tendered maximum % claim of the saving (a)	Illustrative annual saving amount excl VAT (b)	Price excl VAT (a) x (b)
Up to R1 million	Up to 3 years	6 years	.....%	R200 000	R.....
	3-5 years	10 years	.....%	R200 000	R.....
R2 million	Up to 3 years	6 years	.....%	R400 000	R.....
	3-5 years	10 years	.....%	R400 000	R.....
R5 million	Up to 3 years	6 years	.....%	R800 000	R.....
	3-5 years	10 years	.....%	R800 000	R.....
R10 million and above	Up to 3 years	6 years	.....%	R1 500 000	R.....
	3-5 years	10 years	.....%	R1 500 000	R.....
Total of the Prices for Pricing Table 1 (carried to the Pricing Summary on page 53)					R

Pricing Table 2: Task Order mark-up fee on Defined Cost for other electricity services (e.g. PV installations)

Total Defined Cost per Task Order excl VAT (a)	Tendered % mark-up (b)	Price [(a) x (b)] + (a)
R10 000 000.00	.....%	R.....
Total of the Prices for Pricing Table 2 (carried to the Pricing Summary on page 53)		R

Schedule 11 : Price List (continued)

Section B: Water Efficiency service (WCWDM)

How to price for this service:

1. This term contract does not have defined and scoped projects with sufficient information at the tender stage which can be evaluated and priced through the regular methods of assessing the risks involved with each project, calculation of the investment required and payback period to effect an agreed water saving.
2. Instead the tenderer is given the opportunity to offer shared savings percentages as Performance Bonus per illustrative Task Order scenarios for annual water saving, using payback periods and resultant Task Order operational period (maximum 2x payback period) of their investment as one risk factor in terms of their percentage claim of the envisaged saving, grouped by monthly baseline water bill totals per Task Order as the other risk factor.
3. The tendered saving percentage is then applied to an illustrative total annual savings amount to arrive at a Price in the far right column of the pricing table. Prices for all items in the pricing table are added together to arrive at a total of the Prices for this section, which is then carried to the Pricing Summary. Please note that the calculation of Prices are only for tender evaluation and comparison purposes do not reflect actual values envisaged for the contract. Only the tendered percentages will apply.
4. The offered savings percentages (Performance Bonuses) claimed for each cost scenario in the pricing table will be binding on the successful tenderer for all Task Orders for the duration of the contract, without escalation of the offered rates for the entire period. The Contractor will be required to "open the books" and fully disclose costs when presenting a quotation for a Task Order in order to determine the applicable Performance Bonus claim for the Task Order, most closely matching the percentage tendered for a similar scenario in the pricing table.

Pricing Table 3: Shared savings – Performance Bonus

Annual baseline water cost per Task Order excl VAT	Payback period of investment required to effect an agreed Efficiency Gain greater than 10% per Task Order	Maximum operational period of Task Order	Tendered maximum % Performance Bonus claim of the saving (a)	Illustrative annual saving amount excl VAT (b)	Price excl VAT (a) x (b)
Up to R1 million	Up to 3 years	6 years	.....%	R200 000	R.....
	3-5 years	10 years	.....%	R200 000	R.....
R2 million	Up to 3 years	6 years	.....%	R400 000	R.....
	3-5 years	10 years	.....%	R400 000	R.....
R5 million and above	Up to 3 years	6 years	.....%	R800 000	R.....
	3-5 years	10 years	.....%	R800 000	R.....
Total of the Prices for Pricing Table 3 (carried to the Pricing Summary on page 53)					R

Pricing Table 4: Task Order mark-up fee on Defined Cost for other water services

Total Defined Cost per Task Order excl VAT (a)	Tendered % mark-up (b)	Price [(a) x (b)] + (a)
R3 000 000	.....%	R.....
Total of the Prices for Pricing Table 4 (carried to the Pricing Summary on page 53)		R

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Schedule 11 : Price List (continued)

Notes:

In the event that the *Employer* contributes to the capital cost of interventions undertaken for energy- or water efficiency projects, the *Contractor's* tendered shared savings/Performance Bonus shall be reduced proportionally to his contribution.

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Part C3: Scope of Work

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3. Specifications, standards & workmanship	Page 86
4. Constraints on Providing the Service	Page 88
5. Requirements for the plan	Page 90
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Service Information

Preamble to Service Information

NEC3 defined terms and terms identified in the Contract Data

The *service* is to be provided in accordance with the Service Information forming part of the NEC3 *conditions of contract* as described in the Contract Data of this document. The Service Information is meant to convey all relevant information required for Providing the Service clearly and unambiguously by following the formatting requirements of the *conditions of contract*, with due reference to defined terms and terms identified in the Contract Data.

Clause 11.1 of the *conditions of contract* stipulates that terms identified in the Contract Data are in italics, and defined terms have capital initials.

While every effort is made to ensure that the Service Information conforms in full to these formatting requirements, there will always be a possibility that some defined terms and terms identified in the Contract Data may not be formatted in the prescribed manner in the Service Information. This possibility increases when the Service Information is voluminous and comprises different sections compiled by different contributors and disciplines.

THEREFORE, PLEASE NOTE:

For the purposes of clarity and to remove any ambiguity in regard to defined terms and terms identified in the Contract Data, the following shall apply:

- All terms identified in the Contract Data which appear in the Service Information and which are not in italics, shall be read as if they are in italics, and
- all defined terms which appear in the Service Information and which do not have capital initials, shall be read as if they have capital initials.

Material conflict with *conditions of contract*

PLEASE NOTE: If anything in the Service Information materially contradicts or is in conflict with any stipulation in the *conditions of contract*, the stipulation in the *conditions of contract* shall prevail.

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Service Information

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1. Description of the service

1.1 Overview

Energy and water efficiency in the buildings operated by the Western Cape Government (WCG) in the course of service delivery fall well short of the ideal, due to a number of factors including but not limited to their age and that of the fitted infrastructure. To address this, the *Employer* has identified the necessity to procure the services of a suitable service provider to undertake projects of energy and water savings in a number of provincial facilities (buildings) to reduce energy and water consumption in these buildings. The buildings are mainly in the domains of the DEPARTMENT OF HEALTH AND WELLNESS (DOHW).

Please Note: This term contract contains no financial commitment by the Employer for any ESCO or WCWDM projects at the time of award. All projects, including any additional work made provision for by this contract, will be identified, scoped and instructed per Task Order.

1.2 Purpose / Employer's objectives

The objective of this term service contract is to investigate the energy and water consumption patterns in building complexes identified from time to time as required, with a view to achieving energy and water savings in the identified buildings both through technical interventions and through addressing the behaviour patterns and habits of the building residents.

1.3 Energy- and water efficiency Interventions

All interventions undertaken will be instructed per Task Order, on an "as required" basis, and if the quotation for a Task Order is accepted by the *Employer*, the terms stipulated in the Task Order shall be implemented and executed over the term stipulated in the Task Order (see 1.6 below). The aim of each project instructed by Task Order is for the *Contractor* to:

- Perform detailed energy and/or water audits on the facilities as specified in the Task Order, and arising from those audits to propose and specify a suite of individually costed energy and/or water efficiency interventions for each of the building/s contained in these facilities for inter alia (as applicable):
 - Lighting;
 - Ventilation and air conditioning;
 - Water heating;
 - Power factor correction;
 - Domestic and Industrial water consumption, e.g. ablutions, calorifiers, cooling towers.
- Rank the proposed interventions (separately) according to:
 - Cost effectiveness of both capital and operating costs (e.g. maintenance/part replacement)
 - Level of energy/water saving per intervention,
 - Payback period
- Submit those proposals and specifications in writing to the *Employer* in the prescribed Task Order format for technical and financial appraisal and approval. Only upon approval by the *Employer* will execution of the energy/water efficiency term service for that building or group of buildings be implemented.
- At completion of the interventions, remain accountable for the maintenance and the energy/water savings actually achieved for the duration until the Task Completion Date as stipulated and agreed to in the Task Order.

Please note: Interventions pertaining to energy and water efficiency will always be undertaken as separate Task Orders, as the nature of the interventions will in all probability be markedly different with different cost structures, payback periods, etc.

1.4 Basis of remuneration for the service

The basis for remuneration for the energy efficiency service will primarily be the **shared savings model** as priced in the pricing schedule of this document. The basis for remuneration for the water efficiency service is the **Performance Bonus** as described in item 1.8 of this Service Information. In addition, the option may be exercised to issue Task Orders whereby the *Employer* may decide to pay, partially or wholly, for certain capital expenditure related to interventions (e.g. PV installations) and incorporating such expenditure into the shared savings or Performance Bonus calculations for that Task Order. Alternatively, the *Employer* may also issue Task Orders instructing the provision of services which are not remunerated according to shared savings but instead constitute a service fee paid in accordance with the tendered rates in the pricing schedule.

1.5 Geographic coverage of the service

The *service* may be required across all regions of the Western Cape Province, as demarcated by the six District Municipal (DM) boundaries, viz.

- Cape Town Metro;
- Cape Winelands;
- West Coast;
- Overberg;
- Garden Route;
- Central Karoo.

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An initial identification of properties affected by the *service* is given in Section 7: Property affected by the service, in this Service Information.

1.6 Task Orders as basis for instructing the service (interventions)

1.6.1 The nature of Task Orders

Task Orders are an inherent part of the NEC3 Term Service Short Contract (TSSC3), whereby work or a service can be “called off” on an ad hoc basis throughout the term of the contract. Task Orders are particularly useful when a specific sequence of implementation of services over the contract term cannot be forecast accurately at the time of procurement of the term service contract, and where the flexibility provided by this methodology is required in order to optimise delivery. Task Orders also survive the term of the main term service contract, in that a Task Completion Date may be set in the future, well beyond the term service end date as appropriate in terms of inter alia payback periods, etc.

Providing the Service for this contract will be instructed to the *Contractor* exclusively per Task Order, as and when required by the *Employer*. A Task typically comprises an intervention with accompanying operational phase, during which time a shared savings or other negotiated remuneration model will apply until the Task Completion date.

IMPORTANT: All Task Orders will be instituted and managed by a designated project leader, as appropriate to the client/facility type/facility owner, as specified in the Task Order.

1.6.2 Elements of a Task Order

When issuing a Task Order, the process is as follows and contains the following elements (also see Clause 11.2 (7) and (8) in the *conditions of contract*):

- The *Employer* issues a Task Order to the *Contractor* to be carried out within a stated period of time. The Task order contains a full brief and, where applicable, all the necessary technical information required for the *Contractor* to provide a quotation for the Task Order (intervention).
- The *Contractor* provides a quotation for the Task Order. The quotation includes a proposal as per the requirements stated in the Service Information which fully details the intervention/s to be undertaken (technical proposal) and pricing (saving) (financial proposal).
- The *Employer* assesses the proposals and financial considerations, and will engage in negotiations with the *Contractor* when required, to finalise the Task Order and give

approval for its implementation. The Contractor needs to be rewarded for the audit conducted based on the Task Order, should the Employer decide not to issue the Implementation Task Order. The *Employer* may also decide not to pursue implementation of the Task, without any financial implications to the *Employer*. Conversely, the *Contractor* may find the Task not to be financially feasible within the scope of what is covered in the term service contract, in which case the *Employer* will accept a decline by the *Contractor* to implement the Task, subject to the provision of compelling reasons put forward by the *Contractor*.

- Once a Task Order is finalised and approved, the Completion date for the Task becomes contractually binding, and all *conditions of contract* pertaining to Task Orders become instantiated for that Task. The Completion date for a Task Order will include the period for installation as well as the operational period which may extend for several years, as determined by the specifics in terms of payback periods, etc, for that Task Order.
- It is agreed by the Parties that the operational period of any Task Order shall not be longer than twice the payback period of the total intervention investment.

1.7 The Energy Efficiency service (ESCo service)

1.7.1 General objectives

- The objective of this process is to put in place Integrated Shared Energy Savings Contracts, (per Task Order) whose performance can be linked to the Energy Performance Certificates (EPC) - South African National Standards (SANS) 1544 process upon implementation in terms of submitting data to EPC issuing agencies. The performance of new Integrated Shared Energy Savings Contracts is expected to contribute towards set Energy Efficiency savings targets for the Department.
- To put in place technology and services to ensure efficiency in the consumption of energy, in the regions;
- To realise cost reduction in energy usage. The savings achieved will be split on a percentage split between the *Employer* and the *Contractor*, as per the agreed ratio (tendered percentages in the Price List);
- To effect improved management of energy consumption through equipment installation and operation in buildings and building operations;
- To realise improved readings on energy consumption to be reflected in Energy Performance Certificates (EPC) which are planned to be displayed in Provincial buildings in the short-to-medium in line with SANS 1544;
- To reduce the average electricity consumption by the Western Cape Government in the buildings by at least 10% over the duration of the interventions
- To institute *Employer* personnel behaviour change programmes;

1.7.2 Specific objectives

Supply, install, and operate equipment and technology to realise targeted and guaranteed energy consumption savings for buildings in the identified DOHW regions;

The *Contractor* is expected to provide services and technology which will:

- Reduce and make efficient the power supply and realise power quality optimisation in targeted buildings;
- Improve the operating efficiency with no risk to the electricity supply;
- Provide a guarantee for labour and parts over the contract period. A maintenance plan shall be required;
- Reflect in-built metering which can provide accurate display of reading of electricity power consumption, voltage;
- Provide a remote viewing of readings by the *Employer*;
- Install inside or outside without requiring material changes to the building, except for basic installation requirements i.e. cabling adjustments and installation;
- Have protocols for isolation where necessary;

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- h) Provide equipment with acceptable heat or sound emission, without additional ventilation or sound proofing;
- i) Provide space optimisation, without additions of varied separate unit/s;
- j) Provide performance guarantees in line with guaranteed savings objectives;
- k) Have an operating life span of a minimum of 15 years to support the *Employer* long term savings trajectory.

1.7.3 Project beneficiaries

- a) Beneficiaries of this initiative shall be DOHW in terms of electricity demand load reduction and various communities through energy supply equity and decreased consumption by Government buildings;
- b) DOHW employees are to benefit from skills transfer through awareness and capacity building awareness campaigns within the DOHW .
- c) The sector industry growth and empowerment through Broad-Based Black Economic Empowerment (BBBEE).

1.7.4 Reason for the procurement of this service

- In order to realise value for money and draw from the latest technology, the *Employer* seeks to engage the *Contractor* who has technologies and a proven track record in guaranteed energy performance, energy savings, improving efficiencies of equipment with regard to power consumption and voltage optimisation;
- New, advanced and innovative technology is acceptable, provided that it offers clear demonstrable benefits for the Department's requirements;
- To this end, services of the *Contractor* in the form of a suitable and experienced Energy Services Company (ESCO) have been procured to undertake Integrated Shared Energy Savings / Energy Performance Contracting (EPC) Contracts for the *Employer*, at risk of the ESCO.
- Savings should, amongst others, cover lighting, operating equipment, and Heating Ventilation and Cooling (HVAC) systems;
- In line with international practice, contractors are expected to carry all capital risk associated with investment - recoverable from energy savings secured over the duration of the contract as initiated by the associated Task Order; and
- It is expected that proposals will cover technical support to the *Employer* for the duration of the contract.

1.7.5 Assumptions and risks

- Generally existing buildings in South Africa, including DOHW buildings, are performing in an inefficient manner with regard to energy consumption, particularly electricity consumption;
- Local municipalities have, or could assist with securing, necessary data on electricity consumption per building in the identified regions, and such data is accessible;
- As part of providing a solution, ESCOs are capacitated to secure reports and records necessary for diagnostic purposes and historic data, towards offering solutions;
- Personnel in local municipalities will / may assist in gathering required data,
- Investment projections that an ESCO would have to put in place for the intervention is feasible;
- Due to the high capital-intensive nature of Shared Energy Savings Contracts, service providers have the required Bank/Funding Guarantees from reputable financial institutions;
- It is assumed that there is consistency of electricity data from local municipalities billing;

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- The ESCO will confirm building measurements in certain buildings;
- Investment required for ESCO to put in place technology, operations, and of savings will be consistent;
- There will be no delays in establishing historic data, baseline determination, actual savings realised.

1.7.6 Scope of work related to interventions instructed by Task Orders

The *Contractor* will:

- Conduct energy audits in buildings within an allocated region to establish an energy consumption baseline, prior to intervention;
- Supply, install, and operate equipment and technology to realise targeted and guaranteed energy consumption savings for buildings in the identified DOHW regions for a duration of set period. The *Contractor* undertakes as soon as is practical to install equipment (which shall include energy management equipment and new equipment replacing old equipment) and to make adjustments to the systems in the facilities with a view to achieving a saving in the maximum demand for electricity (kVA), the consumption of electricity (kWh), coal, oil and other energy carriers. Such services and equipment shall be supplied and installed by the *Contractor* free of charge to the *Employer*;
- Provide service and technology offering which will be limited to saving energy consumption of the building structure and equipment supporting operations in the building, per region, and may or may not include renewable energy measures;
- Provide technology, management, and maintenance to realise energy savings;
- Report, liaise with clients, and engage with local municipality in relation to the contract;
- Facilitation of meetings with Client Departments shall be the responsibility of the *Employer*, which would include assisting with facilitating meetings with local municipality in instances where the *Contractor* may have challenges in this regard;
- Provide dedicated staff for purposes of offering an efficient service to the Department;
- Promote EPWP through skills transfer and creation of job opportunities to youth and women;
- Provide training and workshops on set bases to staff members as part of skills development and energy efficiency advocacy;
- Undertake Energy Efficiency interventions immediately after completion of baseline. Where possible, interventions can be effected as and when individual building baseline is finalised.
- Undertake proposed renewable energy projects which may be instructed by the *Employer*.

1.7.7 Deliverables

Main deliverables by the *Contractor*:

- Operation and management of Shared Energy Savings contract/s as instructed by Task Order;
- Carry out identified operationally related tasks that would be agreed to between the *Employer* and the *Contractor* during the duration of the contract;
- Determination of baseline to provide for savings estimates. A baseline shall be finalised for each intervention instructed by Task Order within the period stipulated in the Task Order;
- Development of monthly reports on achieved savings with opportunities and challenges thereto;
- Maintenance of installed equipment and technology;
- Establishment of communication with local municipalities and Eskom for effective service provision;

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- Provision of project management for teams responsible for implementation of Shared Energy Savings contracts;
- Implementation of identified energy efficiency interventions subject to feasibility assessment, within the boundaries of the contract terms;
- Compiling reports and Energy Efficiency Management plans over agreed periods;
- Skills transfer to officials of the Department; and
- Creation of Job opportunities for youth and women.

1.7.8 Calculation of baseline consumption

- For all facilities, sites and buildings upon which possible interventions can be implemented, a consumption baseline will need to be established in terms of which cost savings will be calculated post the *Contractor's* intervention. The method by which the baselines will be calculated is clearly set out in terms of the International Performance Measurement and Verification Protocol (IPMVP) Core Concepts. Unless other methods as spelled out in the IPMVP Document prove to be more accurate or feasible, the baseline consumption shall be calculated as the average of actual energy consumption over the 36 months period prior to the commencement date of the contractual Task Order agreement;
- This baseline consumption shall be applicable for the duration of the contract period, subject to baseline adjustments agreed upon between the *Employer* and the *Contractor*;
- For the purpose of accurate baseline adjustments calculations, it is recommended that data relating to baseline conditions is recorded at the time of calculating baselines e.g. per capita usage, per square meter usage, audit of operating equipment and operating hours etc;
- Baselines are to be agreed upon and signed off by the *Employer* or appointed *Employer* representative prior to the installation of energy saving equipment and baseline adjustments made during the contract period are to be highlighted to the *Employer* each month.

1.7.9 Calculation of savings

- In addition to actual monthly savings as contemplated above, the concept of "savings" shall also include the identification and recovery or other recoupment of amounts incorrectly charged by, or paid to, or consumed by, an electricity service provider and/or other third parties;
- Include amounts incorrectly charged or paid before and during the contract period, and provided that the *Employer's* claim in respect thereof has not prescribed at the time that the *Contractor* brings such recovery claim to the attention of the *Employer*;
- These will include amounts incorrectly charged or paid before and during the contract period, and provided that the Department's claim in respect thereof has not prescribed at the time that the *Contractor* brings such recovery claim to the attention of the Department;
- For the sake of convenience the parties will refer to the Department's right to claim recovery, rectification of account, set-off, credit or other form of recoupment as a "refund";
- A saving constituting a refund shall be calculated as equivalent to the amount of the *Employer's* claim for such refund;
- A saving comprising a refund shall be deemed to have been achieved by the *Employer* if:

- (a) The *Employer* received payment of such refund; or
- (b) The *Employer* has delivered a legitimate invoice in respect of such refund; or
- (c) The *Employer's* account is adjusted in favour of the *Employer* to reflect such claim; or
- (d) The *Employer* becomes entitled in law to set-off such claim against any amount otherwise payable to a third party.

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- The *Contractor's* participation in respect of any saving comprising a refund occurs only when such refund is achieved as set out above. The *Contractor* shall generate an invoice in respect of each refund achieved, and which invoice shall set out, or the attachments to such invoice shall set out, the relevant information clearly reflecting the basis and calculation of such refund saving.

1.7.10 Duration of Task Order agreements

- The rights and obligations of the Parties to any Task Order agreement will commence on the approval for implementation of the Task by the *Employer*, and shall be in force until the Completion date stated in the Task Order;
- Pre audits baseline to commence within 30 days of signing of the Task Order agreement;
- Progress reports are to be submitted on monthly and quarterly bases, and the programme updated and submitted in accordance with the *conditions of contract*.

1.7.11 Project management

- The *Employer* will oversee project management;
- Monthly and quarterly reports shall be submitted to the *Employer* by the *Contractor*;
- Project management meetings shall be held once a month with the *Employer*;
- Quarterly meetings shall be held at higher level with the *Employer* and quarterly reports shall be submitted;
- The project shall be implemented by the *Contractor* on the effective date of Task Order approval;
- During project initiation, the *Contractor* agrees to appoint a project manager who will draft a detailed project management plan and programme for authorisation by the Department. This project management plan is expected to specifically spell out the following:
 - Project scope of work;
 - Project approach;
 - Methodology;
 - Communications management;
 - Quality management plan;
 - Project schedule (programme);
- This project management plan must be signed and agreed to by both Parties in writing and annexed to the Task Order.

1.7.12 Reporting lines within each project

Each project is expected to produce an overall reduction in Active Energy (kWh) use. In order to assess the performance of the project, the *Contractor* is required to provide a monthly progress report to the *Employer* itemising:

- Progress achieved to date;
- Energy management plans for site;
- Projected savings per building in terms of kWh, kVA and Rands;
- Actual savings achieved per building in terms of kWh, kVA and Rands;
- Overall % kWh saved per month and per annum;
- The *Contractor* shall report directly to the *Employer's* representative assigned to that Task Order;
- The *Contractor* shall prepare and present quarterly reports to the *Employer*, and
- The *Contractor* shall include job opportunities and enterprise development created on quarterly reports. Skills development and job creation shall be in line with EPWP job creation principles during contract period.

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1.7.13 Expected outputs

- Monthly progress reports and data on achieved electricity consumption savings;
- Proposed annual energy management plans to support energy savings, for consideration by the *Employer*;
- Reports containing the following items:
 - Executive summary;
 - Narrative write-up, covering work carried and skills development;
 - Pictorials of the site/building and installations;
 - Technical detail;
 - Number of assistants (employees of *Contractor*);
 - Building name and size;
 - Kilowatt savings;
 - Rand savings and
 - Energy consumption reduction measures;

1.7.14 Expected outcomes

- Energy savings achieved;
- Technology interventions;
- Job opportunities created for youth and women;
- Skills transferred to the *Employer's* employees;
- Carbon tracking through energy savings.

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1.7.15 Additional obligations of the *Employer*

- The *Employer* will provide the *Contractor* with all relevant, available data and information that is necessary to perform services under this agreement. This data and information will be provided in a timely manner in accordance with agreed upon timeframes and will be accurate and complete;
- The *Employer* will ensure that the *Contractor* is provided with the necessary access to buildings within the specified Task Order;
- The *Employer* will avail a project manager to assist the *Contractor* in sourcing documentation and information, as well as assisting the *Contractor* in business specific queries arising from the work performed by the project team;
- The *Employer* shall make staff available for workshops, meetings and skills training;
- The *Employer* shall arrange workshops with other regions as part of encouraging ongoing engagement and improvements on energy efficiency;
- The *Employer* staff will provide the *Contractor* with relevant data sets to perform services under this agreement, including the relevant business processes, procedures, etc.
- Provide relevant policies regulations and legislation to the *Contractor*.

1.7.16 Additional obligations of the *Contractor*

- Institute its own mandated authority levels within its organisation;
- Prepare and submit regular reports to the *Employer*;
- Report on investment being made to realise the objectives of the shared energy contract. This shall include financial investment made annually;
- Report on research and technology development made annually;
- The *Contractor* shall subject its directors, employees and auditors to security verification when so instructed by the *Employer*.

1.7.17 Accounts, records and payments

- The *Employer* shall pay the *Contractor* in accordance with the savings achieved based on the certified invoices submitted to the *Employer* by the *Contractor* when the *Contractor* has provided to the *Employer's* satisfaction the following:
- A progress savings claim form as prescribed by the *Employer* from time to time, which contains a progress report stating that the services have been rendered in terms of the Task Order agreement and which is signed by the *Employer*;
- A written report of progress on the project as stipulated above.
- The *Contractor's* invoice
 - The *Contractor* submits original valid tax invoices satisfying the requirements of the contract before or on the assessment date each month. Where the *Contractor* does not submit the tax invoices within the time required, the period within which payment is made and the time allowed are extended by the length of time from the date that the *Contractor* should have submitted the tax invoices to the date that the tax invoices are submitted.
- Final account and final payment for Task Orders
 - The *Contractor* cooperates with the *Employer* in the preparation of the final account by timeously supplying all relevant documents on request, upon the Task Completion Date.
 - The *Employer* submits the final account to the *Contractor* within 18 (eighteen) weeks;
 - The *Contractor* gives written acceptance of the final account within 9 (nine) weeks of receipt thereof. On acceptance the *Employer* issues the final payment certificate within 1 (one) week of the date of acceptance to the *Contractor*;
 - If the *Contractor* disputes the correctness of the final account and such dispute is not resolved within the 9 (nine) week period (or such an extended period as the *Employer* may allow on a request from the *Contractor*), the final payment certificate in terms of that final account is issued by the *Employer* within 1 (one) week of the end of such period;
 - The amount certified in the final payment certificate separately includes the gross amount of the final account and the amounts previously certified during the execution of the *service*;
 - The *Employer* concurrently issues with the final payment certificate, a statement to both the *Employer* and *Contractor* showing the total amount of tax certified;
 - The *Employer* pays to the *Contractor* the amount certified for payment in the final payment certificate within 4 (four) weeks of the date of issue of the final payment certificate, subject to the *Contractor* giving the *Employer* a tax invoice for the amount due;
 - Where the final payment certificate reflects an amount in favour of the *Employer*, the *Contractor* pays the amount certified within 1 (one) week of the date of issue of the final payment certificate, subject to the *Employer* giving the *Contractor* a tax invoice for the amount due.

1.7.18 Delays in the *Contractor's* performance

- As per industry practice, the processes for audit and preparations for each project i.e. baseline determination should be completed and implemented within 1 (one) year in order to commence with savings;
- A shorter period achieved for baseline determination will be to the benefit of the contract;
- Technology installations for savings should be installed within year one where possible;

Any delays on the project must be communicated in writing to the *Employer*;

Financial penalties shall be imposed for agreed upon milestones, targets, and deadlines not met without providing:

- Timely notification of such delays;
- Valid reasons for the delays or

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- Supporting evidence that the delays were outside of the influence of the *Contractor*.
- The *Employer* may re-allocate buildings from the scope of the contract where such buildings have not been addressed in terms of energy efficiency within 1 (one) year of a Task Order instruction to this effect. Such building may be allocated to another service provider at the sole discretion of the *Employer*,
- The *Employer* reserves the right to cancel the contract in writing as a result of non-performance or for any other valid reason whatsoever in terms of the *conditions of contract*.

1.7.19 Ownership of documents and copyright

- The ownership of data and factual information collected by the *Contractor* shall remain with the *Employer* and
- All technology installations by the *Contractor* shall remain the property of the *Contractor* until the conclusion of each Task Order agreement, where after such installations shall become property of the *Employer*.

1.7.20 Infringement of patent rights

- The *Contractor* hereby indemnifies the *Employer* against all third party claims and infringements of patents, trademarks or industrial design rights arising from use of the data and factual information or any part thereof by the *Contractor*.

1.7.21 Warranties by *Contractor*

The *Contractor* hereby warrants that:

- All work will be provided professionally and accurately and in accordance with all the relevant legislation;
- All claims will be scrutinised for accuracy and authenticity prior to being submitted for payment.
- The *Contractor* undertakes not to detrimentally affect the existing installations;
- If any installation is detrimentally affected by the *Contractor's* operations he shall immediately take the necessary remedial steps to rectify;
- If the *Contractor* fails to take the necessary remedial action the *Employer* will be entitled to undertake or instruct another service provider to undertake the necessary remedial steps and to set the costs thereof off against payments due to the *Contractor*.
- During the term of each Task Order agreement, the equipment installed by the *Contractor* shall be serviced by the *Contractor* only unless otherwise provided for in the agreement.

1.7.22 Warranties by *Employer*

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- The *Employer* warrants not to interfere with the equipment installed by the *Contractor* or to directly interfere with the adjustments to the systems made by the *Contractor*,
- The *Employer* may elect to work with an independent Energy Efficiency Measurement & Verification Service Provider to install equipment for M&V purposes. The *Contractor* shall have a representative present during installations to avoid interference with the *Contractor's* equipment.

1.7.23 Guarantee

The *Contractor* hereby guarantees the plant and materials (equipment) installed by them and workmanship to be free of defects for a period of TWELVE (12) months with effect from the date of operation of such equipment.

1.7.24 Changes in climatic conditions

- Changes in the relevant climatic conditions will be taken into account to alter the basis of calculations of consumption of electricity, coal, oil and other energy carriers if the CSIR changes its ambient design conditions as indicated in its Design Weather Data Handbook.

1.7.25 Equipment used for installation, including hoisting equipment

- The *Contractor* shall provide any and all equipment necessary for installing plant and materials including hoisting facilities that may be required to place plant and materials in its final position.

1.7.26 Use and removal of furniture

- Furniture shall not be used to stand on, nor to remove items from walls, or for any other purpose. All furniture shall where necessary be moved out of the rooms where work is carried out and covered with dust sheets, if so directed. On completion, all items or pieces of furniture shall be cleaned and placed back in their original positions.

1.7.27 Cost of servicing, repair and maintenance of installed plant and materials (equipment)

- The cost of servicing and repairing new equipment that replaces old existing equipment outside of the provisions of any Task Order agreement, will be for the *Employers* account, e.g. replacement of diesel fired boilers with a more efficient heating system such as heat pumps;
- The *Employer* undertakes to maintain the existing installations to ensure that the performance of the plant is upheld to a standard which is acceptable to the Parties;
- The cost of servicing and repairing new energy efficiency equipment installed by the *Contractor* will be for the account of the *Contractor* during the warranty period, which shall be 12 months from date of installation – unless by other extended contracted arrangement instructed in the task order;
- Thereafter, the cost of servicing and repairs to such equipment will be jointly shared by the *Contractor* and the *Employer*. The *Employer* will utilise an agreed share of savings due to the *Employer* for servicing and repairs. The *Contractor* shall invoice the *Employer* for such costs incurred post the warranty period, unless by contracted arrangement in the task order.

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1.7.28 Sale of buildings/facilities

In the event that any buildings included in any Task Order agreement are sold during the contract term the parties agree that:

- a) The agreement shall be taken over by the new owner; or
- b) The agreement pertaining to the building sold shall be terminated by the *Employer* and the *Contractor* shall be compensated for the unexpired portion of the agreement which shall be upon the savings achieved for the year immediately preceding such event, calculated in an agreed manner, and shall be escalated at the prevailing annual average consumer price index per annum for the unexpired portion of the said agreement;
- c) Payment of such amount shall be made to the *Contractor* within thirty [30] days of the transfer of the immovable property and if not so paid shall bear interest as per the *conditions of contract*.

1.7.29 Cession and assignment

- The Parties shall not cede and/or assign in whole or in part any of their rights or obligations under this contract or under any Task Order agreement unless prior consent is provided in writing by the other Party.

1.7.30 Confidentiality

- The *Contractor* agrees that the systems (including but not limited to any property/building management information system), devices and documents made available to him, including but not limited to this contract or any information which the *Contractor* may receive from the *Employer* as well as any other written document which bears connection with this contract, constitute confidential information. The *Contractor* undertakes to treat it as strictly confidential and the *Employer* has a right to protect itself against unauthorised or unlawful disclosure thereof.
- Similarly, the *Employer* agrees that the systems devices and documents made available to it, including but not limited to this contract, any information which the *Employer* may receive from the *Contractor* and any other written document which bears connection with this contract constitute confidential information and the *Employer* undertakes to treat it as strictly confidential and the *Contractor* has a right to protect itself against unauthorised or unlawful disclosure thereof.

1.7.31 Responsibility

- Although the *Contractor's* documents may be scrutinized by the *Employer's* specialists, this shall in no way relieve the *Contractor* of its professional responsibility;
- In the event of professional default or negligence, the *Employer* shall have the right to claim compensation or damages;
- The *Employer* shall also be entitled to have any documentation or calculations verified by other experts i.e. Independent Monitoring, Reporting and Verification;
- In the event of any errors therein being proven, the *Contractor* may be held liable for costs resulting therefrom and
- Neither Party will be liable to the other party or any cessionary or third party claiming through or on behalf of such party for any indirect, special, punitive or consequential damages arising out of this contract or any Task Order agreement;
- In the event that the *Contractor* is sequestrated or liquidated or is placed under judicial management or an administration order is issued against the *Contractor* by a court, the *Employer* shall have the right to make other arrangements as it deems fit for the completion of the professional services specified herein, as provided for in the *conditions of contract*.

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1.7.32 The *Contractor's* supervision and key people

The *Contractor* keeps a site representative competent to administer and control any work associated with interventions continuously in the working areas during the execution of the service. The *Contractor* informs the *Employer* of the name of the site representative, and any instruction given to the site representative by the *Employer* is deemed to be given to the *Contractor*.

1.7.33 Default by *Contractor*

The *Contractor* shall be in default if he:

- a) Fails to commence with the energy management systems as submitted in a Task Order quotation and accepted by the *Employer*;
- b) Fails to proceed with the energy management systems with due diligence or to complete the energy management systems in accordance with stated requirements;
- c) Stops, abandons or suspends the energy management systems before completion; or
- d) Refuses or neglects to comply strictly with any of the *conditions of this contract* or the Task Order agreement or any legitimate instructions given in terms of the contract;
- e) Fails to achieve the estimated percentage savings target as submitted in the Task Order agreement over the duration of the Task term.

1.7.34 Waiver

- No failure, delay, relaxation or indulgence on the part of either Party in exercising any power or right conferred upon such Party in terms of this contract or subsequent Task Order agreement shall operate as a waiver of any such power or right, nor shall any single or partial exercise of any such power or right preclude any other or future exercise thereof or the exercise of any other power or right under this contract.

1.7.35 Final report

- Upon conclusion of any Task Order agreement, a final report shall be drafted and presented to the *Employer* within 4 weeks of the Completion date. The final report shall be made available in hardcopy and both MS Word and PDF formats, and shall give a detailed account summarising all the interim quarterly reports produced during the term of the Task Order agreement, as well as final comments and lessons learned. The finer details of the final report shall be agreed upon at the start of a Task Order term, the cost of producing of which will be for the account of the *Contractor*.
- Upon approval and finalisation of the final report it is a requirement that the *Contractor* must forward to the *Employer* documents and information relating to this service. The *Contractor* may keep copies of such documents and information should this be required by any law.

1.7.36 Example of shared saving calculation

Please note: All values used in this example are fictitious and have no connection to the actual consumption of electricity and other energy carriers of any of the facilities:

a) Baseline consumption figures

Example electricity consumption for base month January and maximum demand for base month January (actual consumption figures): **80 000 kWh** and **450 kVA**

Actual consumption figures after implementation of energy savings measures: Electricity consumption and maximum demand for base month January: **60 000 kWh** and **350 kVA**

b) Rates

Electricity consumption = **R1.50/kWh** and maximum demand = **R35.00/kVA**

c) Calculation of costs

The comparative base month costs are calculated as follows:

Energy cost:	80 000kWh x R1.50/kWh =	R120 000.00
Maximum demand cost:	450kVA x R35.00/kVA =	<u>R 15 750.00</u>
Total cost:		R135 750.00

The actual costs for January are calculated as follows:

Energy cost:	60 000kWh x R1.50/kWh =	R 90 000.00
Maximum demand cost:	350kVA x R35.00/kVA =	<u>R 12 250.00</u>
Total cost:		R102 250.00

d) Sharing of the savings

Total saving: R135 750.00 – R102 250.00 = R 33 500.00

Assume 50% / 50% tendered saving split between *Employer* and *Contractor*

50% Contractor's share = R 16 750.00

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1.8 The Water Efficiency service

(Water Conservation and Water Demand Management or WCWDM)

1.8.1 The main purpose of the intervention is to reduce the water requirement in each of any designated supply zones through a combination of water use reduction measures. Water saving activities to be carried out in this contract, as instructed by Task Order include:

- Community awareness and education (where applicable);
- *Employer* personnel behaviour change programmes;
- Sectorisation (where applicable);
- Flow and pressure logging;
- Pressure management;
- Active leak detection;
- The inspection and replacement where necessary of water meters;
- Leak reduction on provincial facilities;
- Pipe replacement;
- Training of *Employer's* or other officials and hand-over.

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1.8.2 Regulatory compliance

- a) The Parties shall execute their undertakings and obligations arising in accordance with this contract in compliance with all relevant Regulatory Provisions, including but not limited to applying for necessary approvals, consents, licences or permits, where required.
- b) **Regulatory Provisions** means collectively or individually, the provisions of any legislation, regulation, or policy directive or notice issued under such legislation or regulation, which are directly related to the supply of Water Services or the activities of the Municipality or the Contractor and related to the supply of Water Services in the Supply Zone.
- c) Each Party shall, on the reasonable request of the other, do what it reasonably can to assist the requesting Party in complying with all applicable Regulatory Provisions and where such compliance requires any action, undertake such assistance timeously and properly.
- d) The *Employer* and *Contractor* shall consult from time to time with regard to any assistance or advice which the Contractor may require in connection with fulfilling any of its obligations in terms of this Agreement. The Employer shall further timeously provide the Contractor with such information as it may reasonably require to enable it to comply with any of the Contractor's obligations in terms of this Agreement.

1.8.3 Performance Bonus

- The principle underlying the payment of the Performance Bonus is that the *Employer* shall pay the *Contractor* the tendered Performance Bonus Rate for the Efficiency Gain enjoyed by the *Employer* by virtue of the *service* provided to it by the *Contractor*, subject to a Performance Bonus Cap. These terms are defined below.
- **Actual Measured Volume** means the actual or real volume of water supplied to the Supply Zone in each month of the Task Order agreement term, as measured monthly at the identified bulk meters.
- The unique identification numbers of the bulk meters that are used for calculating the Performance Bonus are recorded in the Task Order.
- **Baseline Volume** means the projected volume of water which is likely to have been supplied to the Supply Zone should there have been no intervention by the *Contractor* in the Supply Zone, in each month of the Task Order agreement term.
- The Baseline Volume is based on a mutually agreed analysis of the historical volume of water which has been supplied in the Supply Zone as measured monthly at the identified bulk meters and extrapolated over each month of the Task Order agreement.

- The **Water Saving** means the achieved decrease in water supplied to the Supply Zone represented by the difference between the Baseline Volume and the Actual Measured Volume accruing in favour of the *Employer*, and measured in kilolitres, resulting in water reduction and/or financial savings for the *Employer* as a result of the amount of water actually supplied being less than that predicted by the Baseline Volume.
- The **Efficiency Gain** is the Water Saving expressed as a percentage of the Baseline Volume. The **Expected Efficiency Gain** is the percentage saving in bulk water supply which is considered to be reasonably achievable through the course of this contract and is used for determining the offered total of the prices and for evaluating tender offers. The Expected Efficiency Gain is recorded in the Task Order.
- **Performance Bonus** means the remuneration of the *Contractor* to be earned during any Performance Bonus Period and is payable by the *Employer* if there is a Water Saving over any Performance Bonus Period subject to the Performance Bonus Minimum Threshold and the Performance Bonus Cap. The timing and duration of the Performance Bonus Periods is as stated in the Task Order agreement.
- The **Performance Bonus Rate** is the rate tendered by the *Contractor* per kilolitre of water saved (tendered percentages in the Price List) due to the Water Saving, and is to be used in calculating the Performance Bonus. The Performance Bonus Rate is recorded in the Task Order.
- The **Performance Bonus Period** is a period for which a performance bonus calculation is made. The actual water supplied versus the Baseline Volume for this period forms the basis of the bonus. The applicable performance bonus periods are stated in the Task Order.
- The Performance Bonus payable to the *Contractor* shall be equal to the Performance Bonus Rate in Rand per kilolitre tendered by the *Contractor* times the Water Saving in kilolitres for the relevant Performance Bonus Period subject to the Performance Bonus Minimum Threshold and the Performance Bonus Cap.
- The **Performance Bonus Cap** is the *maximum* efficiency gain measured in percentage terms which can be used in the calculation of the Performance Bonus. It is specified in the Task Order as the percentage saving (actual water supplied versus predicted Baseline Volume). The maximum permissible bonus payment for any Performance Bonus Period is limited to the Performance Bonus Rate times the Performance Bonus Cap times the Baseline Volume for that Performance Bonus Period.

• The **Performance Bonus Minimum Threshold** is the *minimum* efficiency gain measured in percentage terms below which no Performance Bonus is payable. It is specified in the Task Order as the percentage saving (actual water supply versus predicted Baseline Volume). The *Contractor* shall not be entitled to the payment of a Performance Bonus in any Performance Bonus Period where the Efficiency Gain does not exceed the Performance Bonus Minimum Threshold.

• **Performance Bonus Review Meeting** means the meeting to review the progress and to determine the Performance Bonus. Performance Review Meetings shall be held between representatives of each of the *Contractor* and *Employer* at the beginning and end of every Performance Bonus Period. The Review Meetings will be chaired and minuted by the *Employer's* Representative.

- The Performance Bonus Rate is a tendered rate and is independent of any fluctuations of the actual price of bulk water, or the actual cost of treating and supplying water.
- The Performance Bonus Cap can be used to regulate the maximum bonus payable and the Performance Bonus Minimum Threshold can be used to ensure that the *Contractor* does not receive a Performance Bonus for savings which are less than the accuracy of the recording meters.
- The *Contractor* shall have the Bulk Meters tested by an independent agent approved in accordance with SANS 1529 at the Task Order starting date and at least once every 12 (twelve) months during the Task Order agreement period, and if necessary, re-calibrated or replaced. The cost of doing so will be recoverable by the *Contractor* from the *Employer* as a reimbursable item.
- In order to assist the *Employer* to monitor the Efficiency Gain which the *Contractor* has achieved, and to enable the *Employer* to calculate the Performance Bonus, the *Contractor* shall provide the *Employer* with a monthly written report in an agreed format no later than the fifth working day of each month, in respect of the previous month. This report shall record the Bulk Meter readings and any downstream municipal Zone Meters

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or Pressure Reducing Valve (PRV) bulk meters. The accuracy of this report in all material respects will be confirmed by the *Employer's* Representative.

- The Efficiency Gain calculations shall be included with all monthly payment certificates.

1.8.4 Material changes to water supply and consumption

- The Minimum Material Change Limit is recorded in the Task Order and is expressed as a percentage of the Baseline Volume.
- A **Material Change to Water Supply and Consumption** which could not have been foreseen by the Parties to this contract shall include any event or circumstance whether structural, operational or otherwise which does or which could be expected, in the reasonable judgment of the *Employer*, to increase or decrease the water supply to the Supply Zone by more than the Minimum Material Change Limit times the Baseline Volume for any Performance Bonus Period, and includes but is not limited to:
 - i. a drought situation anywhere in the country necessitating the imposition by the national, provincial or local government or the Water Services Authority, or the bulk water supplier of water, of water conservation measures in the Supply Zone (in which case the Baseline Volume may decrease);
 - ii. an increase in water supply resulting from housing development activities or housing development activities having an effect on the Supply Zone, or a municipal boundary change;
 - iii. a Water Services System failure unrelated to the contractor's activities resulting in high water losses; and
 - iv. Force Majeure affecting the Supply Zone.
- In the event of a Material Change, the Parties shall endeavour to negotiate a new Baseline Volume in good faith at the next Performance Bonus Review Meeting.
- Either Party may declare a dispute and the contractual dispute resolution procedures shall apply if the Parties are unable to negotiate a new Baseline Volume.

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1.8.5 Special conditions relating to the operation of water savings devices

- **Water Savings Device** means a Pressure Reducing Valve (PRV), water meter or other installation installed by the *Contractor* with the purpose of conserving water or reducing water demand. Any such devices installed during the course of this contract shall become the property of the *Employer* after the completion of the Task Order agreement.
- **Operational Certificate** means the certificate signed by a competent professional and the *Employer* evidencing that the critical elements of the Water Savings Device have been successfully installed, commissioned and tested, and can be operated for the purpose of the Water Savings Device Operating Services.
- **Operational Date** means the date stipulated in the Operational Certificate as the date on which the Water Savings Device, including Pressure Reducing Valves, will be ready for operation and from which date the *Contractor* will provide the Water Savings Device Operating Services.
- **Water Savings Device Operational Period** means the period commencing on the Operational Date and ending on the date during which the Water Savings Device Operating Services are provided.
- The Water Savings Device Operational Period shall not be less than the Minimum Water Savings Operational Period as recorded in the Task Order.
- **Minimum Water Pressure** means the minimum water pressure measurement (in bars and in a range of between 0.5 and 1.5) at the critical point in any Zone as specified in the Site Information of the Task Order.
- Prior to commissioning, the *Contractor* shall provide a commissioning procedure manual, a maintenance plan, a standard operating procedures, and procedures for emergency action in relation to ANY Water Savings Device.
- The *Contractor* shall give at least 2 (two) weeks' notice to the *Employer* of his intention to install and test and commission the Water Savings Device, and shall meet with the

Employer in order to review the commissioning procedure and to plan the testing and commissioning so as to cause the least possible interruption to the provision of Water Services in the Supply Zone.

- The *Contractor* shall conduct a thorough and systematic performance test of each of the electrical, mechanical, hydraulic and electronic elements of the installed Water Savings Device which enable provision of the *service*, in accordance with the commissioning procedures specified by the *Contractor* prior to Commissioning.
- The *Contractor* shall in all cases, provide prior notice to *Employer* of any scheduled Water Savings Device commissioning or performance test(s) and the *Employer's* Representative shall be present at all such tests.
- The *Contractor* shall, at his own cost, have any Water Savings Device tested in a facility accredited for this purpose, by an independent agent approved in accordance with SANS 1529 at least once every 12 (twelve) months during the Operational Period, and if necessary, re-calibrated or replaced. The *Contractor* shall ensure that he obtains a report setting out the results of the test from the third party, and shall provide this report to *Employer* at the Review Meeting immediately following each test.
- The *Employer* shall facilitate adequate access to the site for the *Contractor* from the Operational Date for the purposes of providing the Water Savings Device Operating Services.
- The *Contractor* shall endeavour to ensure that the Minimum Water Pressure is maintained throughout the Supply Zone for the Operational Period and the *Contractor* must give the *Employer* 14 days' notice of any planned reduction or increase in water pressure from the Minimum Water Pressure and the actions to be taken to recover the Minimum Water Pressure.
- During the Water Savings Device Operational Period the *Contractor* shall carry out services, repairs, and adjustments to the Water Savings Device installed in terms of the Task Order agreement in accordance with the maintenance procedures.
- For the duration of the Operational Period, the *Contractor* shall notify the *Employer* in writing at least 2 weeks in advance of any maintenance, upgrade or replacement events planned by the *Contractor* which will affect the Water Services System. The notice shall state the time of the planned event, the nature of the event and the suspected impact on the Water Services System and delivery of Water Services. The *Employer* shall be entitled, in the exercise of its reasonable discretion, to require the *Contractor* to revise the planned events if, in the reasonable view of the *Employer*, the planned events will cause the *Employer* to breach any provision of any Regulatory Provisions in relation to the provision of Water Services, or to interrupt the provision of Water Services for an unacceptably long period.
- For the duration of the Operational Period, the *Contractor* shall use its best efforts to notify the *Employer* within 2 hours after the *Contractor's* actual knowledge and occurrence of malfunction in the operation of a Water Savings Device that might materially impact upon the water consumption or supply in the Supply Zone, and shall take such steps to rectify the malfunction as may be necessary, without delay.
- The *Contractor* shall notify the *Employer* within 2 hours upon its having actual knowledge of any event or circumstance affecting the Water Services System which does or which may result in malfunction of a Water Savings Device. The *Employer* shall respond or cause its nominee to respond within 2 hours and shall promptly proceed with corrective measures at its own cost.
- The *Contractor* shall at all times during the Operational Period have the right to adjust, upgrade and replace any Water Savings Device, revise any procedures for the operation of the Water Savings Device, provided that:

- i. the *Contractor's* action does not cause the *Employer* to breach any regulation regarding the provision of Water Services;
- ii. such modifications or additions to, or replacement of a Water Savings Device, and any operational changes, or new procedures are necessary to enable the *Contractor* to achieve appropriate water pressure management in the Supply Zone; and
- iii. any cost incurred relative to such modifications, additions or replacement of a Water Savings Device, or operational changes or new procedures or new systems shall be borne by the *Contractor*.

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- The Completion Certificate for the sectional completion of any Water Savings Device shall not be signed until the end of the Operational Period and not before the transfer of the responsibility for the operation and maintenance of the Water Savings Devices, and related equipment, software, training materials, operating manuals and documents by the *Contractor* to the *Employer* such that the *Employer* is able to continue to operate the Water Savings Device.
- Prior to signing of the installation Completion certificate, a competent professional shall with the assistance of the *Contractor* conduct a thorough and systematic performance test of each element and total system of the Water Savings Device in accordance with the commissioning procedures in order to ensure that the Water Savings Device are in good working order and condition, and will meet the Water Savings Device warranties.

1.8.6 Special conditions relating to job creation and labour based work (where applicable)

- Unless otherwise agreed with the *Employer* in writing the following conditions will govern the employment of unskilled and semi-skilled labour:
- For general plumbing and non-specialist work, the *Contractor* shall (as far as reasonably possible) employ sub-contractors and/or labour who are located within the municipal area of which the Supply Zone is a part. As proof of location, the *Contractor* shall supply copies of a municipal account which is not older than three months confirming the name and local address of the sub-contractor, or a signed affidavit from the local Ward Councillor. The *Contractor* shall ensure that at least one person from each municipal ward which falls into the Supply Zone is employed on the project as a plumber's assistant or other related position. These local employees shall be provided with at least one week accredited training related to the work that they are required to undertake and they shall be utilised on the project in a manner that allows them to develop appropriate skills and experience.
- The *Contractor* and any sub-contractor shall not be permitted to utilise unskilled labour from outside the project area, subject to the availability and willingness of sufficient labour from within the project area to work for the rates and conditions specified by the *Employer*.
- The *Contractor* shall appoint one Water Conservation Officer per ward in the Supply Zone to be responsible for communicating with households and community structures in that ward. The *Contractor* shall provide the selected individuals with Water Conservation and Demand Management training which will equip them to support the community both educationally and with basic water conservation technical skills. The training will focus on communication skills, basic leak repair, leak auditing and general water saving knowledge which will encompass meter reading, knowledge on saving water, water quality and sanitation. Water Conservation Officers shall possess at least a Matric certificate and shall be able to communicate in the predominant language of the ward they represent.
- The identification of candidates for locally appointed personnel shall be undertaken by way of requesting the respective ward councillor to provide a list of candidates who are available, are not currently employed and who possess the necessary qualifications and credentials for the position. A short-list of the best of the candidates shall then be interviewed by the *Contractor* (or sub-contractor) who shall have the sole right to select those considered most suitable for the post. If the list provided by the councillor does not include any suitable candidates, the *Contractor* may then advertise within the ward to identify any other suitable candidates. If this second process still fails to produce suitable persons then the *Contractor* may select from those short listed in other wards.
- All locally appointed personnel shall be employed by the *Contractor* or sub-contractor who shall be fully responsible for the application of all statutory employer/employee rights and responsibilities.

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1.8.7 Duration of Task Order agreements

- The rights and obligations of the Parties to any Task Order agreement will commence on the approval for implementation of the Task by the *Employer*, and shall be in force until the Completion date stated in the Task Order;
- Pre audits baseline to commence within 30 days of signing of the Task Order agreement;

- Progress reports are to be submitted on monthly and quarterly bases, and the programme updated and submitted in accordance with the *conditions of contract*.

1.8.8 Additional obligations of the *Employer*

- The *Employer* will provide the *Contractor* with all relevant, available data and information that is necessary to perform services under this agreement. This data and information will be provided in a timely manner in accordance with agreed-upon timeframes and will be accurate and complete;
- The *Employer* will ensure that the *Contractor* is provided with the necessary access to buildings within the specified Task Order;
- The *Employer* will avail a project manager to assist the *Contractor* in sourcing documentation and information, as well as assisting the *Contractor* in business specific queries arising from the work performed by the project team;
- The *Employer* shall make staff available for workshops, meetings and skills training;
- The *Employer* shall arrange workshops with other regions as part of encouraging ongoing engagement and improvements on water efficiency;
- The *Employer* staff will provide the *Contractor* with relevant data sets to perform services under this agreement, including the relevant business processes, procedures, etc.
- The *Employer* shall process payments against achieved savings, verifiable through independent Measurement and Verification (M&V) and
- Provide relevant policies regulations and legislation to the *Contractor*.

1.8.9 Additional obligations of the *Contractor*

- Institute its own mandated authority levels within its organisation;
- Prepare and submit regular reports to the *Employer*;
- Report on investment being made to realise the objectives of the contract. This shall include financial investment made annually;
- Report on research and technology development made annually;
- The *Contractor* shall subject its directors, employees and auditors to security verification when so instructed by the *Employer*.

1.8.10 Accounts, records and payments

- The *Employer* shall pay the *Contractor* in accordance with the savings achieved based on the certified invoices submitted to the *Employer* by the *Contractor* when the *Contractor* has provided to the Employer's satisfaction the following:
 - A progress savings claim form as prescribed by the *Employer* from time to time, which contains a progress report stating that the services have been rendered in terms of the Task Order agreement and which is signed by the *Employer*;
 - A written report of progress on the project as stipulated supra.
 - The *Contractor's* invoice
 - The *Contractor* submits original valid tax invoices satisfying the requirements of the contract before or on the assessment date each month. Where the *Contractor* does not submit the tax invoices within the time required, the period within which payment is made and the time allowed are extended by the length of time from the date that the *Contractor* should have submitted the tax invoices to the date that the tax invoices are submitted.
- Final account and final payment for Task Orders
 - The *Contractor* cooperates with the *Employer* in the preparation of the final account by timeously supplying all relevant documents on request, upon the Task Completion Date.

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- The *Employer* submits the final account to the *Contractor* within 18 (eighteen) weeks;
- The *Contractor* gives written acceptance of the final account within 9 (nine) weeks of receipt thereof. On acceptance the *Employer* issues the final payment certificate within 1 (one) week of the date of acceptance to the *Contractor*;
- If the *Contractor* disputes the correctness of the final account and such dispute is not resolved within the 9 (nine) week period (or such an extended period as the *Employer* may allow on a request from the *Contractor*), the final payment certificate in terms of that final account is issued by the *Employer* within 1 (one) week of the end of such period;
- The amount certified in the final payment certificate separately includes the gross amount of the final account and the amounts previously certified during the execution of the *service*;
- The *Employer* concurrently issues with the final payment certificate, a statement to both the *Employer* and *Contractor* showing the total amount of tax certified;
- The *Employer* pays to the *Contractor* the amount certified for payment in the final payment certificate within 4 (four) weeks of the date of issue of the final payment certificate, subject to the *Contractor* giving the *Employer* a tax invoice for the amount due;
- Where the final payment certificate reflects an amount in favour of the *Employer*, the *Contractor* pays the amount certified within 1 (one) week of the date of issue of the final payment certificate, subject to the *Employer* giving the *Contractor* a tax invoice for the amount due.

1.8.11 Delays in the *Contractor's* performance

- As per industry practice, the processes for audit and preparations for each project i.e. baseline determination should be completed and implemented within 1 (one) year in order to commence with savings;
- A shorter period achieved for baseline determination will be to the benefit of the contract;
- Technology installations for savings should be installed within year one where possible;
- Any delays on the project must be communicated in writing to the *Employer*;
- Financial penalties shall be imposed for agreed upon milestones, targets, and deadlines not met without providing:
 - Timely notification of such delays;
 - Valid reasons for the delays or
 - Supporting evidence that the delays were outside of the influence of the *Contractor*.
- The *Employer* may re-allocate buildings from the scope of the contract where such buildings have not been addressed in terms of water efficiency within 1 (one) year of a Task Order instruction to this effect. Such building may be allocated to another service provider at the sole discretion of the *Employer*;
- The *Employer* reserves the right to cancel the contract in writing as a result of non-performance or for any other valid reason whatsoever in terms of the *conditions of contract*.

1.8.12 Ownership of documents and copyright

- The ownership of data and factual information collected by the *Contractor* shall remain with the *Employer* and

All technology installations by the *Contractor* shall remain the property of the *Contractor* until the conclusion of each Task Order agreement, where after such installations shall become property of the *Employer*.

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1.8.13 Infringement of patent rights

- The *Contractor* hereby indemnifies the *Employer* against all third party claims and infringements of patents, trademarks or industrial design rights arising from use of the data and factual information or any part thereof by the *Contractor*.

1.8.14 Warranties by *Contractor*

The *Contractor* hereby warrants that:

- All work will be provided professionally and accurately and in accordance with all the relevant legislation;
- All claims will be scrutinised for accuracy and authenticity prior to being submitted for payment.
- The *Contractor* undertakes not to detrimentally affect the existing installations;
- If any installation is detrimentally effected by the *Contractor's* operations he shall immediately take the necessary remedial steps to rectify;
- If the *Contractor* fails to take the necessary remedial action the *Employer* will be entitled to undertake or instruct another person to undertake the necessary remedial steps and to set the costs thereof off against payments due to the *Contractor*.
- During the term of each Task Order agreement, the equipment installed by the *Contractor* shall be serviced by the *Contractor* only unless otherwise provided for in the agreement.

1.8.15 Warranties by *Employer*

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The *Employer* warrants not to interfere with the equipment installed by the *Contractor* or to directly interfere with the adjustments to the systems made by the *Contractor*;

- The *Employer* may decide to work with an independent Energy Efficiency Measurement & Verification Service Provider to install equipment for M&V purposes. The *Contractor* shall have a representative present during installations to avoid interference with the *Contractor's* equipment.

1.8.16 Guarantee

The *Contractor* hereby guarantees the plant and materials (equipment) installed by him and workmanship to be free of defects for a period of TWELVE (12) months with effect from the date of operation of such equipment.

1.8.17 Equipment used for installation, including hoisting equipment

- The *Contractor* shall provide any and all equipment necessary for installing plant and materials including hoisting facilities that may be required to place plant and materials in its final position.

1.8.18 Use and removal of furniture

- Furniture shall not be used to stand on, nor to remove items from walls, or for any other purpose. All furniture shall where necessary be moved out of the rooms where work is carried out and covered with dust sheets, if so directed. On completion, all items or pieces of furniture shall be cleaned and placed back in their original positions.

1.8.19 Cost of servicing, repair and maintenance of installed plant and materials (equipment)

- The cost of servicing and repairing new equipment that replaces old existing equipment outside of the provisions of any Task Order agreement, will be for the *Employers* account;
- The *Employer* undertakes to maintain the existing installations to ensure that the performance of the plant is upheld to a standard which is acceptable to the Parties;

- The cost of servicing and repairing new water savings devices installed by the *Contractor* will be for the account of the *Contractor* during the warranty period, which shall be 12 months from date of installation;
- Thereafter, the cost of servicing and repairs to such equipment will be jointly shared by the *Contractor* and the *Employer*. The *Contractor* shall invoice the *Employer* for such costs incurred post the warranty period.

1.8.20 Sale of buildings/facilities

In the event that any buildings included in any Task Order agreement are sold during the contract term the parties agree that:

- d) The agreement shall be taken over by the new owner; or
- e) The agreement pertaining to the building sold shall be terminated by the *Employer* and the *Contractor* shall be compensated for the unexpired portion of the agreement which shall be upon the water savings achieved for the year immediately preceding such event, calculated in an agreed manner, and shall be escalated at the prevailing annual average consumer price index per annum for the unexpired portion of the said agreement;
- f) Payment of such amount shall be made to the *Contractor* within thirty [30] days of the transfer of the immovable property and if not so paid shall bear interest as per the *conditions of contract*.

1.8.21 Cession and assignment

- The Parties shall not cede and/or assign in whole or in part any of their rights or obligations under this contract or under any Task Order agreement unless prior consent is provided in writing by the other Party.

1.8.22 Confidentiality

- The *Contractor* agrees that the systems (including but not limited to any property/building management information system), devices and documents made available to him, including but not limited to this contract or any information which the *Contractor* may receive from the *Employer* as well as any other written document which bears connection with this contract, constitute confidential information. The *Contractor* undertakes to treat it as strictly confidential and the *Employer* has a right to protect itself against unauthorised or unlawful disclosure thereof.
- Similarly, the *Employer* agrees that the systems devices and documents made available to it, including but not limited to this contract, any information which the *Employer* may receive from the *Contractor* and any other written document which bears connection with this contract constitute confidential information and the *Employer* undertakes to treat it as strictly confidential and the *Contractor* has a right to protect itself against unauthorised or unlawful disclosure thereof.

1.8.23 Responsibility

- Although the *Contractor's* documents may be scrutinized by the *Employer's* specialists, this shall in no way relieve the *Contractor* of its professional responsibility;
- In the event of professional default or negligence, the *Employer* shall have the right to claim compensation or damages;
- The *Employer* shall also be entitled to have any documentation or calculations verified by other experts i.e. Independent Monitoring, Reporting and Verification;
- In the event of any errors therein being proven, the *Contractor* may be held liable for costs resulting therefrom and
- Neither Party will be liable to the other party or any cessionary or third party claiming through or on behalf of such party for any indirect, special, punitive or consequential damages arising out of this contract or any Task Order agreement;
- In the event that the *Contractor* is sequestered or liquidated or is placed under judicial management or an administration order is issued against the *Contractor* by a court, the

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Employer shall have the right to make other arrangements as it deems fit for the completion of the professional services specified herein, as provided for in the *conditions of contract*.

1.8.24 The *Contractor's* supervision and key people

The *Contractor* keeps a site representative competent to administer and control any work associated with interventions continuously in the working areas during the execution of the service. The *Contractor* informs the *Employer* of the name of the site representative, and any instruction given to the site representative by the *Employer* is deemed to be given to the *Contractor*.

1.8.25 Default by *Contractor*

The *Contractor* shall be in default if he:

- f) Fails to commence with the water saving systems as submitted in a Task Order quotation and accepted by the *Employer*;
- g) Fails to proceed with the water management systems with due diligence or to complete the water management systems in accordance with stated requirements;
- h) Stops, abandons or suspends the water management systems before completion; or
- i) Refuses or neglects to comply strictly with any of the *conditions of this contract* or the Task Order agreement or any legitimate instructions given in terms of the contract;

1.8.26 Waiver

- No failure, delay, relaxation or indulgence on the part of either Party in exercising any power or right conferred upon such Party in terms of this contract or associated Task Order agreement shall operate as a waiver of any such power or right, nor shall any single or partial exercise of any such power or right preclude any other or future exercise thereof or the exercise of any other power or right under this contract.

1.8.27 Final report

- Upon conclusion of any Task Order agreement, a final report shall be drafted and presented to the *Employer* within 4 weeks of the Completion date. The final report shall be made available in hardcopy and both MS Word and PDF formats, and shall give a detailed account summarising all the interim quarterly reports produced during the term of the Task Order agreement, as well as final comments and lessons learned. The finer details of the final report shall be agreed upon at the start of a Task Order term, the cost of producing of which will be for the account of the *Contractor*.
- Upon approval and finalisation of the final report it is a requirement that the *Contractor* must forward to the *Employer* documents and information relating to this service. The *Contractor* may keep copies of such documents and information should this be required by any law.

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1.8.28 Example of Performance Bonus (shared saving) formulation

Please note: All values used in this example are fictitious and have no connection to the actual consumption of electricity and other energy carriers of any of the facilities.

e) Baseline consumption figure

Example water consumption for base month January (actual consumption figure): **1500kl**

Actual consumption figure after implementation of water saving measures: **1100kl**

f) Rate

Water consumption = **R21.00/kl**

g) Calculation of costs

The comparative base month cost is calculated as follows:

Water consumption cost: 1500kl x R21.00/kl = R 31 500.00

The actual cost after intervention is as follows:

Water consumption cost: 1100kl x R21.00/kl = R 23 100.00

h) Sharing of the savings: Performance Bonus

Total saving: R31 500.00 – R23 100.00 = R 8 400.00

Assume 50% / 50% tendered Performance bonus saving split between *Employer* and *Contractor*

50% Contractor's Performance Bonus = R 4 200.00

1.9 Other services

The *Contractor* may be instructed per Task Order to provide other services such as renewable energy (photo-voltaic (PV) installations, wind turbines, etc. The pricing model as well as detailed specifications related to such installations will be provided in the Task Order.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
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WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Service Information

2. List of drawings, schematics & annexures

The *service* is to be executed in accordance with the following design drawings, schematic representations and annexures which form part of this contract. The list below indicates which items are included in the Appendix to this document, and which are issued separately due to size or other considerations. It is the responsibility of tenderers to ensure they have obtained and considered all the listed items for preparing their bid, which is the assumption when tenders are evaluated.

Identification	Size	Description	Included in Appendix
		No items included in the Appendix	

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ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Service Information

3. Specifications, standards and workmanship

The *service* is to be executed subject to these specifications, standards and workmanship requirements. Please note that compliance with all these specifications and standards, including requirements in terms of qualifications, accreditation (where applicable) and work experience of both the tendering entity and its key people will be material in the *Employer's* risk assessment for awarding this contract.

Standard Specifications

Where reference is made to the standard specifications in this contract, it means the latest edition of the documents which apply to the specific discipline involved in the *works*, as referenced under any of the headings below. The standard specifications may, due to their generality and completeness, also cover items not applicable to this particular contract.

Project specifications

Project specifications include amendments to the standard specifications as well as supplemental specifications applicable to work items not covered by the standard specifications. Project specifications, where applicable, may be found throughout the Works Information of this document, including *works* drawings. The *bill of quantities* may also contain references to standard specifications as well as project specifications, for clarification in terms of pricing for certain items, where applicable.

In the event of any discrepancy between the project specifications and a part of the standard specifications found in the Works Information of this document, the project specifications take precedence.

Accreditation, qualifications and work experience

Minimum requirements for work experience, qualifications and accreditation (where applicable) as well as minimum personnel are as stated under the headings below. The tenderer must supply the relevant information in regard to accreditations, qualifications and work experience for both the enterprise and key people who will be working on this contract on the appropriate returnable schedule in the Works Information.

3.1 Energy Efficiency Services

Where applicable, any additions or changes to the installation shall comply in all respects with:

- 3.1.1 The latest issue of SANS 10142; "Code of Practice for the Wiring of Premises";
- 3.1.2 The Occupational Health & Safety Act, Act 85 of 1993 as amended;
- 3.1.3 The Machinery and Occupational Safety Act No. 6 of 1983 as amended;
- 3.1.4 The municipal by-laws and any special requirements of the Local Supply Authority;
- 3.1.5 The local fire regulations;
- 3.1.6 The National Building Regulations and Building Standards Act 1977 [Act103 of 1977] as amended, and
- 3.1.7 Code of Practice for the Application of the National Building Regulations SANS 10400 as amended.

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ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

3.2 Water Efficiency Services

The following SANS 1200 standards will apply:

- | | | |
|-------|---------------------------|-------------------------------------|
| 3.2.1 | SANS 1200 A, as amended: | General |
| 3.2.2 | SANS 1200 AB, as amended: | Engineer's Office |
| 3.2.3 | SANS 1200 C, as amended: | Site Clearance |
| 3.2.4 | SANS 1200 D, as amended: | Earthworks |
| 3.2.5 | SANS 1200 DB, as amended: | Earthworks (pipe trenches) |
| 3.2.6 | SANS 1200 G, as amended: | Concrete structural |
| 3.2.7 | SANS 1200 HA, as amended: | Structural steelwork (sundry items) |
| 3.2.8 | SANS 1200 L, as amended: | Medium pressure pipelines |
| 3.2.9 | SANS 1200 LB, as amended: | Bedding (pipes) |

SANS 10252 Water supply and drainage for buildings
COCT water by-law as applicable.

3.3 Other services (e.g. photo-voltaic installations)

- 3.3.1 All specifications and scope of work to be detailed in the Task Order issued for provision of other services.

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WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE
GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE
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ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

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4. Constraints on how the *Contractor* Provides the Service

Providing the Service is subject to the following constraints:

4.1 *Employer's* site access control, permits, site regulations and security control.

- The *Contractor* and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the *Employer*. The *Contractor* shall ensure that employees observe the security rules of the *Employer* at all times and shall not permit any person who is not directly associated with the work from entering the premises.
- The *Contractor* and his employees shall not enter any area of the premises that is not directly associated with the work.
- The *Contractor* may have to obtain the necessary security clearance required at high security buildings which may be added to the service during the term of the contract, and conduct operations within the confines of such security restrictions. There shall be no additional cost to the *Employer* for the *Contractor* obtaining security clearance or operating under stricter security measures.

4.2 Occupational Health & Safety on site

- The *Contractor* shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.
- All incidents referred to in Section-24 of the OHS Act shall be reported by the *Contractor* to the Department of Labour and to the *Employer*. The *Employer* shall further be provided with copies of any written documentation relating to any incident. The *Employer* retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section-32 of the OHS-Act into such incident.
- The *Contractor* shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation-2(1) of the OHS Act. The *Contractor* shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.
- If required in terms of the OHS Act, the *Contractor* shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months. The *Employer* may elect to permit the *Contractor's* health and safety representatives to attend the *Employer's* health and safety committee meetings.
- The *Contractor* and/or his designated person appointed in terms of Section-16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") shall report to the Risk Control Manager and/or a representative designated by the *Employer* prior to commencing the work at the premises.
- The *Contractor* shall appoint competent persons as per Section-16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility. Copies of any appointments made by the *Contractor* shall immediately be provided to the *Employer*.
- Notwithstanding the provisions of the above, the *Contractor* shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- The *Contractor* and/or his responsible persons and employees shall provide full co-operation and information if and when the *Employer* or his representative enquires into occupational health and

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safety issues concerning the *Contractor*. It is hereby recorded that the *Employer* and his representative shall at all times be entitled to make such enquiry.

- The *Contractor* shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The *Contractor* shall further ensure that the cover shall remain in force while any such employee is present on the premises.
- The *Contractor* hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the *Employer's* premises.

4.3 Supervision, discipline and reporting

- The *Contractor* shall ensure that all work performed on the *Employer's* premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.
- The *Contractor* shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the *Employer* and/or his representative.

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WESTERN CAPE GOVERNMENT

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ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Service Information

5. Requirements for the Task programme (Energy- and water efficiency)

- 5.1 The *Contractor* submits a first programme to the *Employer* for acceptance within two weeks of access to the site upon Task Order instruction
- 5.2 The *Contractor* shows on each programme which he submits for acceptance
- the starting date, access date/s and the completion date of activities,
 - planned Completion,
 - the order and timing of the operations which the *Contractor* plans to do in order to Provide the Service,
 - the order and timing of the work of the *Employer* and others as last agreed with them by the *Contractor* or, if not so agreed, as stated in this Service Information and the Task Order,
 - the dates when the *Contractor* plans to complete work needed to allow the *Employer* and others to do their work,
 - provisions for
 - float,
 - time risk allowances,
 - health and safety requirements and
 - the procedures as set out in this contract,
 - the dates when, in order to Provide the Service in accordance with this programme, the *Contractor* will need
 - access to a part of the site if later than its access date,
 - acceptances,
 - Plant and Materials and other things to be provided by the *Employer* and,
 - information from others,
 - for each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which he plans to use and
 - other information which this Service Information requires the *Contractor* to show on a programme submitted for acceptance.
- 5.3 Within two weeks of the *Contractor* submitting a programme to him for acceptance, the *Employer* either accepts the programme or notifies the *Contractor* of his reasons for not accepting it. A reason for not accepting a programme is that
- the *Contractor's* plans which it shows are not practicable,
 - it does not show the information which this contract requires,
 - it does not represent the *Contractor's* plans realistically or
 - It does not comply with the Service Information.
- 5.4 When revising the programme, the *Contractor* shows on each revised programme
- the actual progress achieved on each operation and its effect upon the timing of the remaining work,
 - the effects of implemented compensation events,
 - how the *Contractor* plans to deal with any delays and to correct notified Defects and
 - any other changes which the *Contractor* proposes to make to the currently accepted programme.
- 5.5 The *Contractor* submits a revised programme to the *Employer* for acceptance
- within the period for reply after the *Employer* has instructed him to,
 - when the *Contractor* chooses to and, in any case,
 - at no longer than an interval of every four weeks from the *starting date* until Completion of the whole of the *service*.

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ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Service Information

6. Services and other things provided by the Employer

The *Contractor* as far as possible be given access to services (water, electricity and ablution facilities) available in the *Employer's* buildings, but the *Employer* does not guarantee the availability of any such services. The *Contractor* agrees that he shall have no claim for costs or damages in the event that services provided by the *Employer* are disrupted.

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7. Property affected by the service

The following represents a non-exhaustive pre-targeted list of provincial facilities where the *service* may be required under this contract. It is expected that additional facilities will be added during the course of the term contract, subject to the success thereof. It is also envisaged that facilities from other departments inter alia Education and Agriculture may be added to the list during the term of the contract.

Possible Facilities subject to preliminary feasibility study			
Alan Blyth Hospital	Ladismith	Upper Church Street, Ladismith	District Hospital
Alexandra Hospital	Maitland	Alexandra Road, Maitland	Psychiatric Hospital
Brooklyn Chest Hospital	Brooklyn	Stanberry Road, Ysterplaat	TB Hospital
Caledon Hospital		Caledon Next to N2 Highway, Caledon	District Hospital
Citrusdal Hospital		Citrusdal Vrede Street, Citrusdal	District Hospital
Clanwilliam Hospital	Clanwilliam	Old Cape Road, Clanwilliam	District Hospital
DP Marais Hospital	Retreat	White Road, Retreat	TB Hospital
False Bay Hospital	Fish Hoek	17th Avenue, Fish Hoek	District Hospital
Groote Schuur Hospital	Observatory	1 Main Road, Observatory, Cape Town	Central Hospital
Helderberg Hospital	Somerset West	Hospital Road, Somerset West	District Hospital
Hermanus Hospital	Hermanus	Hospital Street, Hermanus	District Hospital
Karl Bremer Hospital	Bellville	C/o Mike Pienaar Boulevard & Frans Conradie Drive, Bellville	District Hospital
Laingsburg Hospital	Laingsburg	Voortrekker Road, Laingsburg	District Hospital
LAPA Munnik Hospital	Porterville	Voortrekker Street, Porterville	District Hospital
Lentegeur Hospital	Mitchell's Plain	Highlands Drive, Mitchell's Plain	Psychiatric Hospital
Malmesbury ID Hospital	Malmesbury	Schoonspruit Way, Malmesbury	TB Hospital
Montagu Hospital	Montagu	C/o Hospital & Kerk Street, Montagu	District Hospital
Murraysburg Hospital	Murraysburg	C/o Pienaar & Graaff Reinett Streets, Murraysburg	District Hospital
New Somerset Hospital	Green Point	Beach Road, Green Point	Regional Hospital
Otto du Plessis Hospital	Bredasdorp	C/o Van Riebeeck & Dorpsig Street, Bredasdorp	District Hospital
Oudtshoorn Hospital	Oudtshoorn	Park Road, Oudtshoorn	District Hospital
Prince Albert Hospital	Prince Albert	Lower Market Street, Prince Albert	District Hospital
Radie Kotze Hospital	Piketberg	Church Street, Piketberg	District Hospital
Riversdale Hospital	Riversdale	1 Hospital Street, Riversdale	District Hospital
Robertson Hospital	Robertson	Van Oudtshoorn Street, Robertson	District Hospital
Sonstraal Hospital	Paarl	Meaker Street, Paarl	TB Hospital
Stellenbosch Hospital	Stellenbosch	Merriman Avenue, Stellenbosch	District Hospital
Stikland Hospital		Stikland De La Haye Road, Stikland	Psychiatric Hospital
Swartland Hospital	Malmesbury	PG Nelson Street, Malmesbury	District Hospital
Swellendam Hospital	Swellendam	8 Drosdy Street, Swellendam	District Hospital
Tygerberg Hospital	Parow	Fransie van Zyl Avenue, Parow	Central Hospital
Uniondale Hospital	Uniondale	Hospital Street, Uniondale	District Hospital
Valkenberg Hospital	Observatory	Alexandra Way, Pinelands	Psychiatric Hospital
Victoria Hospital		Wynberg Alphen Hill Road, Wynberg	District Hospital
Vredendal Hospital	Vredendal	Van Der Stel Street, Vredendal	District Hospital
Wesfleur Hospital	Atlantis	Wesfleur Circle, Wesfleur, Atlantis	District Hospital
Worcester Hospital	Worcester	Murray Street, Worcester	Regional Hospital

WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH AND WELLNESS

**ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE
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FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS
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Service Information

SCHEDULE 12: Service Information required from Contractor

The tenderer must provide in the spaces provided below a list of the key people who will be involved in the execution of work pertaining to this contract. This information is subject to verification and tenderers must note that the adequacy of the quality, qualifications and experience of the *Supplier's* key people will be material in the *Employer's* risk assessment for awarding this contract.

KEY PEOPLE				
NAME	JOB	RESPONSIBILITIES	QUALIFICATIONS	EXPERIENCE

(Append separate page if not enough space)

AUTHORISED SIGNATURE OF TENDERER

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 2023 – 09-29 1)..... SIGNED 2)..... SIGNED

Date:.....

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

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Service Information

SCHEDULE 13: Amendments by Contractor

The tenderer should record any amendments (i.e. deviations, qualifications, alterations or modifications) he may wish to make to the tender documents in this Schedule. Alternatively, a tenderer may state such amendments in a covering letter and append such letter to this Schedule.

The tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the *Employer's* handling of material deviations and qualifications. If no amendments are allowed for this tender, clause F.3.8 will state so and same would also be indicated in the table below. If amendments are allowed but none desired by the tenderer, this Schedule is to be marked NIL in the table below.

IMPORTANT: No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE / ITEM	CLAUSE / DESCRIPTION

(If not enough space, attach additional pages. If no amendments are desired, mark NIL.)

AUTHORISED SIGNATURE OF TENDERER

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 2023 – 09-29 1)..... SIGNED 2)..... SIGNED
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Date:.....

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

WESTERN CAPE GOVERNMENT

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ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS (SUBJECT TO SUPPLIER PERFORMANCE)

Service Information

SCHEDULE 14: Contractor's schedule of subcontractors

The tenderer hereby notifies the *Employer* of his intention to use the following subcontractors for work in this contract. Acceptance of this tender does not constitute approval of all or any of the listed subcontractors by the *Employer*. Should any of the subcontractors not be approved subsequent to acceptance of this tender, this in no way invalidates this tender, and the tendered unit rates for the various items of work remain final and binding, even in the event of a subcontractor not listed below being approved by the *Employer*.

WORK TYPE OR CATEGORY	SUBCONTRACTOR (Name, address, contact person, phone, fax, organisation details, experience)	WORK ITEMS (As per Price List)	ESTIMATED COST
	Energy Efficiency Services		
	Water Efficiency Services		
TOTAL SUBCONTRACTED AMOUNT (<i>Excluding VAT</i>)			R

(Append separate page if not enough space, or enter NIL if nil)

AUTHORISED SIGNATURE

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 2023 – 09-29	
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Date:.....

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

WESTERN CAPE GOVERNMENT

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Service Information

SCHEDULE 15: Contractor's health & safety plan

Tenderers are to note the requirements of the Occupational Health and Safety (OHS) Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall submit with his tender, appended to this Schedule, a detailed Health and Safety Plan in respect of the *service* in order to demonstrate the necessary competencies and resources to perform the *service* all in accordance with the Act and Regulations. The Health and Safety Plan shall cover inter-alia the following details:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHS Act.

Aspects to be dealt with include:

- Public vehicular and pedestrian traffic accommodation measures;
- Control of the movement of construction vehicles;
- The storage and use of materials;
- The use of tools, vehicles and plant;
- Temporary support structures;
- Dealing with working at height;
- The use of batch plants;
- Excavation work;
- Demolition work;
- Security, access control and the exclusion of unauthorised persons.
- The provision and use of temporary services;
- Compliance with way leaves, permissions and permits;
- Safety equipment, devices and clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;
- Arrangements for monitoring and control to ensure compliance with the safety plan.

Tenderers are to note that the *Contractor* is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The *Contractor* will only be given access to start work issued by Task Order after approval of his detailed Health and Safety Plan, which must be submitted to the *Employer* within one week after award of the Task Order.

AUTHORISED SIGNATURE OF TENDERER

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING)	
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Task Order

Example Task Order for use when work within the service is instructed to be carried out within a stated time period of time on a Task-by-Task basis

This Task Order is issued in accordance with Clause 14.6 of the NEC3 Term Service Short Contract (TSSC), September 2008

Task Order No (to be assigned by SCM)

To..... (Contractor)

I propose to instruct you to carry out the following Task

Description

Starting date ☐ WCSEB Registration verified (Tick)

Completion date ☐ CSD Registration verified (Tick)

Intervention Completion Date

Delay damages per week R.....

Please submit your quotation and programme proposals below.

Signed on behalf of *Employer* Date

Total of Prices (inclusive of VAT) for items of work
on the Price List (details attached) R.....

Total of Prices (inclusive of VAT) for items of work not
on the Price List (details attached) R.....

Total of the Prices (inclusive of VAT) R.....

The programme for the Task is (attached)

Signed on behalf of *Contractor*:

Signature Name Date

I accept the above price and programme and instruct you to carry out the Task.

Signed by delegated authority on behalf of *Employer*:

Signature Name Date

Task Order number assigned as above and issued to *Contractor* by SCM on behalf of *Employer*:

Signature Name Date

WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH AND WELLNESS

ENERGY AND WATER EFFICIENCY SERVICES FOR VARIOUS HEALTH INSTITUTIONS WITHIN THE WESTERN CAPE
GOVERNMENT DEPARTMENT REQUIRED BY THE DIRECTORATE: FACILITY AND INFRASTRUCTURE MANAGEMENT
FOR THE THREE (3) YEARS WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO YEARS
(SUBJECT TO SUPPLIER PERFORMANCE)

Appendix: Drawings, schematics & annexures

There is no Appendix to this document.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE
SOURCING)
BID OPENED 11:00

2023 – 09-29

1).....
SIGNED

2).....
SIGNED