



sanedi

South African National Energy
Development Institute

**REQUEST FOR PROPOSALS
FOR**

**SUPPLY, DELIVERY AND INSTALLATION OF GEYSER LOAD
MANAGEMENT TECHNOLOGIES AT THE CITY OF CAPE TOWN'S STAFF
HOUSING.**

Closing date: **01 June 2026**

Time: 11:00

Submission format: Electronic submission to 0126.procurement@sanedi.org.za

Name of the respondent:.....

Late bids will not be accepted for consideration.

Disclaimer:

- **SANEDI has not appointed external consultants to liaise with bidders on any matter. All queries regarding this bid must be submitted in writing to the Supply Chain Management Unit of SANEDI.**
- **SANEDI issues this invitation for bids in good faith; however, it reserves the right to:**
 - **Appoint more than one service provider, if required.**
 - **Cancel or delay the selection process at any time, without explanation.**
 - **Not select any of the respondents to this bid invitation, without explanation.**
 - **Exclude certain services, without explanation.**
- **SANEDI has zero tolerance for fraudulent or corrupt activities.**
- **Any attempt by SANEDI employees to solicit bribes from bidders is unlawful and must be reported immediately.**
- **If a bribe is paid, SANEDI will not be liable for any financial loss, as no SANEDI employee or committee member may request payment to influence a bid outcome.**
- **Fraud, bribery, and corruption are unlawful, and SANEDI will disqualify any bidder found to be involved from further consideration in the tender process.**
- **A contract will only be valid once reduced to writing and signed by the designated responsible person of both parties. At SANEDI, this is the Chief Executive Officer or his/her duly authorised delegate.**



BID DETAILS

Bid Title REQUEST FOR PROPOSALS FOR SUPPLY, DELIVERY AND INSTALLATION OF GEYSER LOAD MANAGEMENT TECHNOLOGIES AT THE CITY OF CAPE TOWN’S STAFF HOUSING.

Procurement Reference Number **0126**

Date of TENDER **06 May 2026**

Compulsory Briefing Session **YES**

Date of Tender CLOSING **01 June 2026 at 11:00am**

CONTACT INFORMATION

Any enquiries regarding the bidding procedure may be directed to:

Supply Chain Management
 Telephone: 011 038 4300
 E-mail: enquiries.procurement@sanedi.org.za

BIDDER’S DETAILS

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

CONTACT PERSON

TELEPHONE NUMBER Code Number

CELL PHONE NUMBER Code Number

FACSIMILE NUMBER Code Number

E-MAIL ADDRESS

Signature of Bidder Date

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1. Notice And Invitation to Submit Proposals

The **SOUTH AFRICAN NATIONAL ENERGY DEVELOPMENT INSTITUTE** invites suitably qualified and experienced service providers to submit priced proposals for the supply of goods and services as indicated in the Scope of Works herein.

SANEDI is a research and development entity established as a juristic person in terms of the Energy Act, Act 34 of 2008. SANEDI' key focus areas are research and development into new energy technologies and energy efficiency.

Respondents must comply with the terms and conditions as specified in this Bid Document either in their singular capacity or as part of a Joint Venture or consortium.

Potentially emerging enterprises and SMME's who satisfy criteria stated in the Submission Data may submit proposals

Only respondents who submit fully completed priced proposals incorporating all Returnable Schedules duly complete and signed will be eligible to have their submissions evaluated

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

Supply Chain Management

Telephone: 011 038 4300

E-Mail: enquiries.procurement@sanedi.org.za

The closing time for receipt of Proposals is at:

11h00 on Monday the 01 June 2026

2. Submission Data – Specific Conditions of Contract.

| | |
|----|---|
| 1. | <p>The Employer</p> <p>The Employer is SANEDI and is referred to as the CLIENT or EMPLOYER.</p> |
| 2. | <p>Composition of Bid Document</p> <p>The Call for Proposals, the price quotation and the Enterprises responding submission documents forms part of a BID DOCUMENT and may be referred to such further herein.</p> <p>The documents associated with the calling for Proposals issued by the employer comprise:</p> <p>Submission Criteria</p> <ul style="list-style-type: none"> • Notice and Invitation to Submit a Quotation • Submission Data – Specific Conditions of Contract • Evaluation Criteria and Scoring • Central Supplier Database (CSD) summary report <p>Returnable Schedules</p> <ul style="list-style-type: none"> • Technical Proposal & Methodology Statements • Specific Goals Declaration • Declaration of Interest • Certificate of Acceptance – General Conditions of Contract • Certificate of Attendance – Tender Clarification Meeting • Pricing Schedule / Schedule of Rates • Form of Tender <p>Only respondents who submit fully completed Proposals incorporating all Returnable Schedules duly complete and signed will be eligible to have their submissions evaluated</p> |
| 3. | <p>Bid Clarification Meeting</p> <p>Address for Compulsory Briefing Below:</p> <p>Compulsory site briefing : Date: 18 May 2026 Time : 10h00 am. Venue: Part 1: Water and Sanitation Department City of Cape Town (8 Voortrekker Rd, Bellville, Cape Town, 7530) https://maps.app.goo.gl/pm3e1kU8MNZ6wt3q6</p> <p>Part 2: Wemmershoek WTP Staff Houses https://maps.app.goo.gl/jL1q3rzDXE8xytX8</p> <p>All bidders are expected to drive to site to view the actual conditions. Both part 1 and part 2 are compulsory</p> |

| | |
|-----------|--|
| <p>4.</p> | <p>ELECTRONIC RETURN OF SUBMISSIONS AND NO MANUAL SUBMISSION WILL BE ACCEPTED.</p> <p>Submissions / Bid Documents may be returned to the CLIENT by means of Electronic Submissions via E-Mail. The Submission E-Mail address designated is 0126.procurement@sanedi.org.za</p> <p>The Bidder shall ensure that the Bid Documents Returnable Schedules together with all Statutory Returns are duly completed, signed and scanned and uploaded to the designated E-mail address in a lock PDF format file.</p> <p>Documents transmitted in an editable format will be regarded as non-returns and may render the submission unresponsive. Telephonic, telegraphic, telex, facsimile submissions offers will not be accepted.</p> <p>The size limits for SANEDI Email is 20 MB. Bidders may submit more than one E-mail. Service providers should avoid sending links as this may lead to disqualification if the link fails to open</p> |
| <p>5.</p> | <p>The closing time for submissions is as stated in the Notice and Invitation to Submit a Proposal Quotation, in the manner specified is</p> <p>Closing date: Monday, 01 June 2026 at 11h00</p> <p>NO Late submissions, or submissions not deposited in the designated e-mail address will be considered, and it is incumbent on the Bidder to ensure that their submission together with all supporting documentation is in the designated e-mail address before the closing Time and date specified.</p> |
| <p>6.</p> | <p>The Bidder holds SANEDI harmless and indemnifies SANEDI in the event of any failure that prevents or delays the bid submission from being in the designated Tender Box/email address at the time of Bid Closure.</p> <p>Bidders are prohibited from using SANEDI Staff acting as their couriers, agents or delivery mediums to deposit bids in the tender box, and the bidder acknowledges that the use of SANEDI staff in this way will immediately disqualify their tender submission.</p> <p>It is the sole responsibility of the bidder to ensure that the documents submitted via PDF format are not corrupt and that any corrupt documents received by the closing date will be automatically excluded from being evaluated.</p> |
| <p>7.</p> | <p>Information and data to be completed in all respects</p> <p>Accept that Bid offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.</p> <p>Accept that the Employer shall not assume any responsibility for the misplacement or Premature opening of the tender offer if the Bid is not submitted in the required format and clearly marked with the bid reference and placed in the designated tender box before bid closing.</p> |

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|------------|---|
| 8. | SANEDI reserves the right to rotate suppliers according to SANEDI's rotation policy. |
| 9. | SANEDI reserves the right to independently verify Information that is submitted by the bidder. |
| 10. | Bidders are prohibited and will be disqualified if they share resources amongst themselves for the same tender e.g. the proposed team member of company "A" is also a team member of company "B". |

3. Scope Of Works/Technical Specifications

3.1 BACKGROUND

The South African National Development Institute (SANEDI) is the programme implementing agent for the Department of Science, Technology and Innovation (DSTI) and Technology Innovation Agency (TIA) in respect of the Viability and Validation of Innovations for Service Delivery (VVISD) programme. The programme seeks to identify viable innovations and technologies in the energy management landscape that will assist municipalities in improving service delivery. The programme is aligned to the Presidential District Model which seeks to enhance services in local municipalities. It is also aimed at empowering women, youth, and persons with disabilities.

The key focal areas include Innovative Technology Solutions; Decision-support Tools; Innovation Capacity and Capability building; and Integration of Innovation. Five municipalities have been selected to participate in the Energy Management Portfolio, and they include the City of Cape Town Metropolitan Municipality; Drakenstein Local Municipality; City of Mbombela Local Municipality; Rustenburg Local Municipality; and City of uMhlathuze Local Municipality. The Energy Management technologies specifically focus on Smart Technologies; Renewable Energy; and Energy Efficiency and Demand Side Management (EEDSM).

3.1.1 Objectives The VVISD Programme has the following objectives:

- 3.1.1.1 To support the Government of South Africa to improve the National System of Innovation (NSI) responding to the priorities of the National Development Plan, 2030.
- 3.1.1.2 To develop policy and programme interventions through dialogue and consultations with non-conventional partners / government stakeholders that will stimulate investment in Research, Development and particularly Innovation for service delivery to improve access to socio-economic rights to women, youth, persons with disabilities and vulnerable groups.
- 3.1.1.3 To support learning from models that have been successful in applying innovation and commercialisation of technologies arising from existing cooperation and other projects.

3.1.2 Outcomes

The envisaged programme outcomes are to:

- 3.1.2.1 Increase inclusive participation of relevant partners in the NSI.
- 3.1.2.2 Stimulate use of innovative applications with demonstrated/clear potential to close gaps in access to social infrastructure and services in municipalities.
- 3.1.2.3 Develop model(s) for commercialisation and absorption of technologies arising from cooperation/interventions in Research, Development, and Innovation.

3.1.3 PROPOSAL REQUIREMENTS

The Energy Management Technologies Demonstration Programme hereby invites Requests for Proposals (RFPs) from qualified technology developers/service providers in response to the identification and deployment of innovative Energy Efficiency and Demand side Management solutions for implementation at the City of Cape Town (CoCT) . The bidder is required to clearly demonstrate the following within their proposal submission:

- 3.1.3.1. Demonstrate the underlying scientific principles behind the technology solution.
- 3.1.3.2. Provide the rationale supporting design features, operation and maintenance requirements.
- 3.1.3.3. Detail any previous demonstrations/implementation (number of units installed, performance metrics, location, scale, partners, performance outputs).

3.1.3.4. Provide a cost breakdown for the supply and installation of the proposed technology and/or solution in the Pricing Schedule.

3.1.3.5. Technology Description and functionality.

3.1.3.6. The methodology should include all preparation work and/or changes to infrastructure, which will enable installation of the technology/solution required.

3.1.3.7. Include a section explaining what makes technology or solution innovative.

3.1.3.8. Include a section which stipulates whether this technology was locally developed and tested.

3.1.3.9. Declare whether the technology is locally patented and/or licensed and with whom ownership resides.

3.1.3.10. Proposals should be concise and include all diagrams and photos.

3.1.3.11. Proposals should provide a summary of how women, youth and persons with disabilities will be included, benefit from skills development, and job creation (number of jobs).

3.2 Scope of Works

The project is aimed at deploying geyser controllers in selected municipal buildings at the CoCT. Intelligent geyser technology control devices need to be installed onto existing geysers. These devices must provide live data pertaining to the operational state of the geyser and energy consumption. The data must be transmitted via a wireless network and can be viewed on user smart phones, tablets or Personal Computer (PC). These devices will switch the geyser off during peak demand, and on during off-peak demand.

The scope of work comprises the following:

- 3.2.1** Supply and installation of centralised smart geyser control devices at selected households to shift and reduce bulk load.
- 3.2.2** Develop the mobile application that works on Android, iOS and HarmonyOS that allows the tenants (household users) of the CoCT properties, to control their geysers using mobile devices such as cell phones and tablets.
- 3.2.3** Develop the mobile application that works on Android, iOS and HarmonyOS that allows the authorised employees of the City of Cape Town properties, to control the geysers remotely, using mobile devices such as cell phones and tablets.
- 3.2.4** Develop the desktop application that works on Windows and MacOS, that allows the authorised employees of the CoCT properties, to control the geysers remotely, set energy savings targets, and perform tasks related to using the installed geyser control devices to achieve energy savings.
- 3.2.5** Develop the Operational Tool (OT) solution that allow household users and the authorised employees at the CoCT to effectively control their geysers using either the mobile applications or the desktop applications.
- 3.2.6** Generate remotely captured, easy-to-download and user-friendly data of the smart geyser control devices for ICT integration into the Back-office.
- 3.2.7** Develop and improve the current Information and Communication Technology (ICT) Back-office integration capability of the municipality.
- 3.2.8** Guarantee quality installation of geyser load management technologies, maintenance, and software for data transmission devoid of any errors (fix any bugs).
- 3.2.9** To minimise technology failure rate, the contractor will supply and install high-quality products, with a minimum five-year guarantee of the geyser load control technologies.
- 3.2.10** Existing mounted geysers will be fitted with geyser load control devices in buildings. No new geysers will be installed and where existing geysers are not fully functional, these will be recorded and reported. Load control devices will not be fitted to such dysfunctional geysers.
- 3.2.11** Should the contractor perform any work that affects the existing circuit-board, the contractor shall issue a

supplementary electrical certificate of compliance (COC) for all modifications to the electrical circuit and the circuit-board.

3.2.12 Provide training to the household users and the authorised employees of the CoCT on how to use the installed geyser control technologies and the OT solution.

3.2.13 Provide security during the installation phase in case of unrest whilst installation work is under way.

3.2.14 The combined duration for the supply and installation of the geyser load management technology and the development and deployment of the geyser load management OT solution should not exceed six months from project kick-off date.

3.2.15 The contractor shall provide one-year maintenance, after the technology solution is fully deployed.

3.2.16 Geyser Load Management Requirements

3.2.16.1 Supply and install geyser control devices at selected city-owned staff houses and corporate facilities at the CoCT. The furthest installations will be at locations which are not more than 100 km from the Bellville CoCT Water and Sanitation Head Offices.

3.2.16.2 The geyser control devices should be able to control geysers equipped with an element rating up to 3kW.

3.2.16.3 The geyser control devices must be able to communicate over a wireless long range network.

3.2.16.4 Provide the components and the infrastructure required for the wireless long range network.

3.2.16.5 Construct/set-up a wireless long-range network connecting all the geyser control devices to the Back-office and provide connectivity to the mobile applications of each staff house occupant and the mobile applications of each CoCT administrative user. The mobile applications should be compatible with hand held mobile cellular phones and tablets that operate on Android, iOS and HarmonyOS operating systems.

3.2.16.6 Provide monthly administrative support for the geyser control devices.

3.2.16.7 Provide the mobile application that allows occupants of staff houses to:

- i. Remotely set intervals during which the geyser should be on.
- ii. Remotely and instantaneously switch the geyser on and off.
- iii. Remotely notify the geyser control device in the case of long absence from the staff house. The geyser control devices should keep the geyser off during this long period of absence.
- iv. Remotely access and download the energy usage data and energy savings data for that month, for their specific geyser control device.
- v. Keep record of the energy savings over a twelve-month cycle.
- vi. Remotely adjust the thermostat temperature setting.
- vii. Remotely send instant messages to the control centre of the geyser control device system.
- viii. Remotely receive communication from the control centre which may include instant messages, PDF attachments, MS Word attachments, MS Excel attachments and MS PowerPoint attachments.

3.2.16.8 Create user profiles on the mobile applications for the occupants of the staff houses.

3.2.16.9 The mobile application for the occupants of the staff houses needs to connect to the wireless long-range network, such that the mobile application works without cellular data. The mobile application may use cellular data when the user is outside the range of the wireless long-range network, at which their smart geyser tag is installed.

- 3.2.16.10 Provide a mobile and desktop application that allows the administrative staff/users from the CoCT to:
- 3.2.16.10.1 Remotely set energy savings targets for all installed geyser control devices.
 - 3.2.16.10.2 Remotely set energy savings targets per area at which geyser tags are installed.
 - 3.2.16.10.3 Remotely send instant messages and notifications to the mobile apps of the staff house occupants.
 - 3.2.16.10.4 Attach PDFs, MS Word documents, MS Excel spreadsheets and MS Power Point presentations to such messages and notifications.
 - 3.2.16.10.5 Remotely access and download the energy usage and energy savings data from the geyser control devices. Remotely set intervals during which geysers may be turned on or off as per the CoCT's Demand Side Management objectives.
 - 3.2.16.10.6 Remotely override the staff house occupants' geyser on or off settings (super user status).
- 3.2.16.11 Create administrative user profiles for the CoCT staff for both the mobile and the desktop applications. The desktop application should be compatible with devices that operate on Windows and MacOS operating systems. The mobile applications should be compatible with hand-held mobile cellular phones and tablets that operate on Android, iOS and HarmonyOS operating systems.
- 3.2.16.12 The mobile application for the City of Cape Town administrative users need to connect to the wireless long-range network at each location where the geyser control devices are installed (seamless connectivity at each location). The mobile application for the CoCT administrative users need to connect to the wireless long-range network such that the mobile application works without cellular data. The mobile application may use cellular data if the CoCT administrative user is outside the range of all installed wireless long-range networks.
- 3.2.16.13 The geyser control device Control Centre at each location and needs to record and make available energy usage data and energy savings data for all geyser control devices at that location. Data collection, management and integration must comply with the POPI Act.
- 3.2.16.14 Develop a dashboard containing all relevant data of the state of the geyser management device and built-in alerts for the CoCT's administrative users.
- 3.2.16.15 Provide all the software that enables the seamless integration, communication, data downloading and data processing. The service provider needs to provide the full ecosystem that allows the CoCT administrative users (Super Users) and the staff house occupants to make full use of their mobile and desktop applications to control the geyser control devices and access and download the energy usage data and the energy savings data.
- 3.2.16.16 Data integration into the current ICT system at the CoCT must be compatible and seamless. Depending on the service provider's solution, there may be a requirement for ICT system integration and enhancement.
- 3.2.16.17 Provide administrative and technical support, ensuring that the system is live and all components (physical components and software modules) are fully operational and correctly integrated into the system.
- 3.2.16.18 Provide training to CoCT officials on:
- 3.2.16.18.1 Operation of the geyser load management system.
 - 3.2.16.18.2 The troubleshooting and diagnosis of issues related to any software, hardware or network connectivity components of the geyser load management system.
 - 3.2.16.18.3 The repair of such issues related to any software, hardware and network connectivity components of the geyser load management system.
 - 3.2.16.18.4 Planned maintenance procedures to ensure that the geyser load management system continues to operate at maximum efficiency.
 - 3.2.16.18.5 Reactive maintenance (unplanned) to ensure that the geyser load management system continues to operate at maximum efficiency.

3.2.16.19 Ensure that all the electrical connections are safe and comply with the applicable standards (e.g. SANS 10142-1).

3.2.17 Provide maintenance of the entire technology solution, for one-year, commencing when the OT system is fully deployed and operational.

3.2.18 Installation Process The installation process must be succinctly documented describing the methodology to be applied and is to include:

3.18.1. Detailed Layout Plan will need to be provided showing the full design of the solution.

3.18.2. Process Technology Installation Steps for installing the technology must be described and documented. Design drawings, and a maintenance manual is required.

3.18.3. Technical Recommendations are to be incorporated upon award of the contract obtained from consultations with key stakeholders.

3.18.4. Advisory Inputs are to be furnished by the awarded contractor/service provider to the relevant municipal line departments.

3.2.19 Technical Specifications

3.2.19.1 Smart Geyser Control Devices Requirements:

3.2.19.1.1 The geyser tags shall be Smart Geyser Control Devices that can give the real-time state of the geysers and allow for multiple temperature settings, timer settings and allow the geysers to be remotely switched off and on.

3.2.19.1.2 The device must have manual and automatic reset capacity.

3.2.19.1.3 The device must allow for load reduction by shifting the energy use out of Peak Time of Use hours and shifting the energy use of rotational hours.

3.2.19.1.4 The device must also allow for exploit the solar energy by shifting energy use to solar hours.

3.2.19.1.5 The controller when coordinating a fleet of geysers must allow for reduction in aggregate demand and reduce load spikes.

3.2.19.1.6 The service provider must retrofit the devices on existing geysers and fit the devices on new geysers as and when required.

3.2.19.1.7 The installation of the controller must be done by a qualified plumber and electrician.

3.2.19.1.8 Where applicable, an electrical Certificate of Compliance (COC) or supplementary COC must be issued after installation.

3.2.19.1.9 The device must conform to SANS 60730 (all parts applicable to geyser controlling) as well as SANS

3.2.19.2 Resident's Requirements: The system needs notifications to be sent to residents and a free application available for residents containing water consumption and energy usage.

3.2.19.3 The CoCT's Requirements: Dashboard containing all relevant data of the state of the geyser management device and built-in alerts to be sent to a dedicated City Email. Data management is to follow the POPI Act.

3.2.20 Provision for Security

3.2.20.1 The contractor is to make provision for the security to be available for use during the project implementation. Security expected per site is two-armed security officers with one vehicle, and unlimited access to armed response.

3.2.20.2 The service provider is expected to allow for security for their staff as instructed by the project manager.

3.2.20.3 The service provider may also submit a request for security services inclusion as part of the site works and provide motivation, including risks anticipated backed by crime statistics of the affected area, the time of the day for operations and any other risks such as riots.

3.2.20.4 The security officers must be registered and accredited by PSIRA and proof of such registration and

accreditation must be submitted to the project manager.

3.3 Schedule of rates

Bidders to price the following schedule of rates and provide the final offer based on the estimated quantities provided. Please use the MS Excel file titled “Geyser Load Management Pricing Schedule” to calculate your rates, then transfer the data into Table 1. The following technical specifications are applicable listed in Table 1.

Table 1: Pricing Schedule

| Geyser Load Management Project | | | | |
|---|---|-------------|-----------------------------|-------------|
| Section 1: Preliminaries and general | | | | |
| Item | Description | Unit | Estimated Quantities | Rate |
| 1 | Contractual Requirements | | | |
| 1.1 | Compliance with all clauses of the Contract and Works Information | Item | 1 | |
| 1.2 | Compliance with the law, regulations and by laws | Item | 1 | |
| 1.3 | Insurance and liabilities | Item | 1 | |
| 1.4 | Compliance with the Occupational Health and Safety Act, Construction Regulations pertaining to the project | Item | 1 | |
| 1.5 | Other time-related Obligations | Monthly | | |
| Section 2: Systems integration | | | | |
| Item | Description | Unit | Estimated Quantities | Rate |
| 2.1 | Rollout of the entire project to conduct systems integration between the devices and City of Cape Town Operational Tool (OT) system. This amount is to be used for provision of labour, systems design and architecture, software, equipment, server(s), support and maintenance, implementation and management for the entire duration of the project. | Item | 1 | |

| 3 Section 3: Device and Installation | | | | |
|---|---|-------------|-----------------------------|-------------|
| Item | Description | Unit | Estimated Quantities | Rate |
| 3.1 | Geyser tag unit | Each | 300 | |
| 3.2 | Materials and accessories for installation of geyser tag units | Sum | | |
| 3.3 | Monthly administrative support and connectivity for a single geyser tag | Monthly | | |
| 3.4 | General worker | Hourly | | |
| 3.5 | Artisan plumber | Hourly | | |
| 3.6 | Artisan electrician | Hourly | | |
| 3.7 | Registered electrician | Hourly | | |
| 3.8 | Site Agent (Supervisor) | Hourly | | |
| 4 Section 4: Reporting | | | | |
| Item | Description | Unit | Estimated Quantities | Rate |
| 4.1 | Project lead to give progress report for the overall project including feedback from the ICT Systems Integration specialist, Energy Management Monitoring and Performance team and project-implementation team. | Monthly | | |
| 4.2 | Final Close-out presentation and report with performance evaluation, results, recommendations etc. | Item | 1 | |

| Section 5: Project Administrative support | | | | |
|--|--|-------------|-----------------------------|-------------|
| Item | Description | Unit | Estimated Quantities | Rate |
| 5.1 | General administrator/clerk for the project | Hourly | | |
| 5.2 | General technical support and maintenance | Hourly | | |
| 6 Section 6: Security and Training | | | | |
| Item | Description | Unit | Estimated Quantities | Rate |
| 6.1 | Provision of Security: provide two security guards with unlimited access to armed response, for the six-month installation period. The security guards will be required at sites where there is risk if unrest. | Monthly | 6 Months | |
| 6.2 | Training of household users and authorised City of Cape Town employees | Hourly | | |

Tendered Price Sum = Estimated quantities × Rate

| SECTION | DESCRIPTION | Tendered Price Sum [PRICE] |
|---|--------------------------------|----------------------------|
| Section 1 | Preliminary & General | |
| Section 2 | Systems integration | |
| Section 3 | Device and installation | |
| Section 4 | Reporting | |
| Section 5 | Project Administrative support | |
| Section 6 | Security Training | |
| SUMMARY OF SCHEDULES | | |
| CONTINGENCIES (Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Employer's Agent may direct and to be deducted in whole or in part if not required): | | |
| TOTAL INCLUDING CONTINGENCIES: | | |
| VALUE ADDED TAX IS 15% (fifteen percent) : | | |
| TOTAL OF PRICES CARRIED INTO FORM OF OFFER | | |

3.4 Risk Management & Health and Safety

- 3.4.1** A risk management plan covering the planning, design and implementation of the technology and handover must be submitted with this bid. The probability and severity of each risk should be determined and the mitigation measures for each identified risk must be provided in such a plan. This plan will be updated in consultation with key stakeholders after award of the contract. The risk classification should be accurate and effective risk mitigation measures are required.
- 3.4.2** Health and safety legislation must be complied with, and a Health and Safety (OHASA) File must be compiled and approved. The selected contractor shall always comply with the requirements of the Occupational Health and Safety Act 85 of 1993, as amended (Act). The selected contractor shall also comply with any applicable regulations and standards as incorporated into the Act.

3.5 Insurance Liabilities and Security

The selected contractor shall provide insurances related to the project activities and duration of the project/works. This includes insuring the geyser load management devices, health and safety, workmanship, public liabilities and any other supplementary insurances to be determined at project level.

- 3.5.1** The contractor is required to keep the installed assets under insurance against, theft, tampering and vandalism for the duration of the project, whereafter the assets will be handed over to the City of Cape Town.
- 3.5.2** The contractor shall provide public liability insurance of R20 million.
- 3.5.3** Insurance for Installation Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- 3.5.4** Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases

Act, 130 of 1993.

- 3.5.5** Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity.
- 3.5.6** Where the agreement involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the employer having an insurable interest in such works during manufacturing or fabrication then such interest shall be noted by endorsement of the contractor’s Policies of Insurance.
- 3.5.7** Where practical completion in sections is required or the work is for alterations or renovations to an existing building(s) the effecting of contract works insurance shall be the responsibility of the contractor to the values stated.
- 3.5.8** The party responsible for effecting such insurances shall make available to the other party, before commencement of the works, documentary evidence of the insurances and securities as contained in this document, that such insurances and securities have been affected, and provide proof of extension or renewal of such insurances and securities before their expiry.
- 3.5.9** Upon request the party responsible for effecting insurances shall provide the other party with the entire policy wording of such insurances.
- 3.5.10** Where this agreement, or any works project, is terminated and the contractor is not required to make good physical loss or repair damage to the works, the right to the proceeds of an insurance claim shall vest in the employer. The party responsible for the insurance shall give notice to the insurer to clarify the status of the insurance cover and /or further insurance obligations applicable to the works, Public Liability Insurance, Supplementary Insurance and Removal of Lateral Support Insurance.

3.6 Working Group Committee

A project Working Group Committee (WGC) comprising representatives from SANEDI and key municipal departments will oversee the planning, design and implementation of the project.

3.7 Timelines

The duration for project implementation (supply and installation) is 6 (six) months. A one year monitoring and evaluation period is mandate

3.8 Technical Evaluation Criteria

Table 2: The Evaluation Criteria

| Criteria | Scoring Criteria | Score Range (0-10) | Weighted Score (%) | Evaluator Score | Final Score |
|--|---|--------------------|--------------------|-----------------|-------------|
| 1. Company Experience | | | | | |
| Company Profile: 1. Demonstrate evidence of Energy Efficiency and Demand-Side Management projects. 2. Similar scope of work; technical complexity; applicable sector, or technology include. 3. Attach company registration documents. | Company Profile demonstrates ten or more years' experience | 10 | 10 | | |
| | Company Profile demonstrates seven to nine years' experience | 7 | | | |
| | Company Profile demonstrates five to six years' experience | 5 | | | |
| | Company profile demonstrates three to four years' experience | 3 | | | |
| | Company profile demonstrates less than three years' experience. | 0 | | | |
| 2. Reference Letters | | | | | |
| Reference Letters attached: 1. Client's letterhead with official formatting 2. Confirms Energy Efficiency and Demand Side Management scope, budget and duration 4. Name of client's project manager and their signature 5. Client's contact details (email and phone) and letter should be dated. | Five or more valid reference letters | 10 | 10 | | |
| | Four valid reference letters | 7 | | | |
| | Three valid reference letters | 5 | | | |
| | Two valid reference letters | 3 | | | |
| | One or zero valid reference letters | 0 | | | |
| 3. Methodology | | | | | |
| Methodology focal areas should include 1. Scope of Methodology 2. Regulatory and Standards 3. System Architecture & Technology Description 4. Installation Methodology 5. Installation, Testing, Maintenance & Monitoring. | Methodology comprises all five focal areas | 10 | 10 | | |
| | Methodology comprises four focal areas | 7 | | | |
| | Methodology comprises three focal areas | 5 | | | |
| | Methodology comprises two focal areas | 3 | | | |
| | Methodology comprises one or zero focal areas | 0 | | | |

| Criteria | Scoring Criteria | Score Range (0-10) | Weighted Score (%) | Evaluator Score | Final Score |
|---|--|--------------------|--------------------|-----------------|-------------|
| 4. Project Plan | | | | | |
| Project plan focal areas should include: 1. Scope of Work 2. Gantt Chart (Deliverables, Milestones and Durations) 3. Risk Plan 4. Quality Plan 5. Resource Plan | Project plan comprises all five focal areas | 10 | 10 | | |
| | Project plan comprises four focal areas | 7 | | | |
| | Project plan comprises three focal areas | 5 | | | |
| | Project plan comprises two focal areas | 3 | | | |
| | Project plan comprises one or zero focal areas | 0 | | | |
| 5. Qualifications & Work Experience: Project Lead | | | | | |
| 1. Engineering; Science; ICT or Computer Science qualification 2. Attach CVs copies of qualifications. | Degree (NQF 8) and five or more years work experience. | 10 | 10 | | |
| | Degree (NQF 7) and five or more years work experience. | 7 | | | |
| | National Diploma (NQF 6) and three or more years work experience | 5 | | | |
| | Certificate (NQF 5) & one or more years work experience | 3 | | | |
| | Grade 12 (NQF 4) or equivalent. No supporting documents. | 0 | | | |
| 6. Qualifications & Work Experience: IT Solutions Architect | | | | | |
| Qualifications 1. IT qualification. 2. CVs and qualifications attached. 3. Work experience in ICT solutions architecture. | Degree (NQF 8) and five or more years work experience. | 10 | 10 | | |
| | Degree (NQF 7) and five or more years work experience. | 7 | | | |
| | National Diploma (NQF 6) and three or more years work experience | 5 | | | |
| | Certificate (NQF 5) & one or more years work experience | 3 | | | |
| | Grade 12 (NQF 4) or equivalent and no supporting documents. | 0 | | | |
| 7. Qualifications & Work Experience: ICT System Developer | | | | | |
| Qualifications | Degree (NQF 8) and five or more years work experience. | 10 | 10 | | |

| Criteria | Scoring Criteria | Score Range (0-10) | Weighted Score (%) | Evaluator Score | Final Score |
|--|--|--------------------|--------------------|-----------------|-------------|
| 1. IT qualification. 2. CVs and qualifications attached. 3. Work experience in ICT systems development. | Degree (NQF 7) and five or more years work experience. | 7 | | | |
| | National Diploma (NQF 6) and three or more years work experience | 5 | | | |
| | Certificate (NQF 5) & one or more years work experience | 3 | | | |
| | Grade 12 (NQF 4) or equivalent and no supporting documents. | 0 | | | |
| 8. Qualifications & Work Experience: ICT Technician | | | | | |
| Qualifications include: 1. IT qualification. 2. CVs and qualifications attached. 3. Work experience in ICT networks. | Certificate (NQF 6) with three or more years work experience | 10 | 10 | | |
| | Certificate (NQF 5) with five or more years work experience | 7 | | | |
| | Certificate (NQF 5) with three to four years work experience. | 4 | | | |
| | Grade 12 (NQF 4) or equivalent with less than three years work experience. | 0 | | | |
| 9. Electrician | | | | | |
| Attach the following: 1. CV 2. Trade Test; 3. ECB Registration. | Electrician traded tested, registered with ECB , and five or more years work experience. | 10 | 5 | | |
| | Electrician NOT traded tested, or registered with ECB , and five or less years' work experience. | 0 | | | |
| 10. Plumber | | | | | |
| Attach the following: 1. CV 2. Trade Test 3. IOPSA or PIRB Registration. | Plumber traded tested, registered with PIRB , and five or more years work experience. | 10 | 5 | | |
| | Plumber NOT traded tested, or registered with PIRB , and five or less years' work experience. | 0 | | | |
| 11. Inclusivity | | | | | |
| | Organogram shows Project team and/or general workers include | 10 | 10 | | |

| Criteria | Scoring Criteria | Score Range (0-10) | Weighted Score (%) | Evaluator Score | Final Score |
|--|---|--------------------|--------------------|-----------------|-------------|
| Team should include women, youth and persons with disabilities. Attach the following documents: Attach: CVs and Organogram. | women, youth and persons with disabilities. | | | | |
| | Project team and/or general workers do NOT include woman; youth and persons with disabilities. | 0 | | | |
| Actual weighted score | | | | | |
| Total | | | 100 | | |
| Minimum technical threshold | | | 70 | | |

Schedule of returnable documents for evaluation (ensure that the documents in your technical submission are arranged as follows):

3.8.1 Company Experience

3.8.1.1 Detailed company profile

3.8.2 Reference Letters

3.8.1.2 Testimonial letters from previous projects, on the clients letterhead

3.8.3 Methodology

3.8.1.3 Scope of methodology

3.8.1.4 Regulatory and standards

3.8.1.5 System Architecture & Technology Description

3.8.1.6 Installation Methodology

3.8.1.7 Installation, Testing, Maintenance & Monitoring

3.8.4 Project Plan

3.84.1 Scope of work

3.84.2 Gantt Chart(Deliverables, Milestones and Durations)

3.84.3 Risk Plan

3.84.4 Quality Plan

3.84.5 Resource Plan

3.8.5 Qualification & work Experience : Project Lead

3.84.6 Project Leads CV and copies of their qualifications

3.8.6 Qualifications & Work Experience: ICT Solution Architect

3.84.7 Solution Architect's CV and copies of their qualifications

3.8.7 Qualifications & Work Experience: ICT System Developer

3.84.8 ICT System Developer's CV and copies of their qualifications

3.8.8 Qualifications & Work Experience: ICT Technician



3.84.9 ICT Technician's CV and copies of their qualifications

3.8.9 Qualifications & Work Experience: Electrician

3.84.10 Copy of the electrician's trade test

3.8.10 Qualifications & Work Experience: Plumber

3.84.11 Copy of the plumber's trade test

3.8.11 INCLUSIVITY REQUIREMENTS

3.84.12 Proposed Project Team Organogram (indicating where the women, youth and persons with disabilities are placed on the organogram)

3.84.13 CV and qualifications of women who are part of the organogram

3.84.14 CV and qualifications of youth who are part of the organogram

3.84.15 CV and qualifications of persons with disabilities, who are part of the organogram

Bidders are urged to submit their evaluation documents in the order shown above.

3.9 Eligibility criteria and Tenderer's obligations

3.9.1 The bidder needs to score a minimum of 70 points from the functionality evaluation to be considered.

3.9.2 Submit a plan to achieve the Inclusivity Goals (minimum of 10% of the total contract value should be utilised to fulfil the inclusivity goals, in the form of direct employment or on-the-job training) for the following designated groups:

- A. Women
- B. Youth
- C. Persons with disabilities

3.10 Requirements for the methodology and project plan

The objective of the project is to introduce load management at City of Cape Town owned facilities and staff houses. This will be achieved by managing load demand from the geysers used for provision of water. Bidders are required to prepare a method that will be used to execute the project. This method should also provide a plan that will be followed in the execution of the project. The methodology should cover:

3.11 Baseline establishment or development that will be used to establish current energy demand for each household or facility. The baseline should be done on both actuals and simulated geyser twin. Comparisons between the simulation and actual demand should be established to verify the accuracy of simulation. The digital geyser twin should be used in the calibration to establish the accuracy of results achieved.

3.12 Load Reduction. Experimental approach that will be used to shift energy use outside of peak time of use as well as defined rotational hours.

3.13 Maximum Demand Management as defined by Eskom, which is the maximum energy demand, consumed in a 30-minute period. Bidders are required to determine how the maximum demand management will be done when coordinating all geysers as fleet or a cohort of geysers as a single fleet. 6.4. Solar Load Building that will be used to shift the demand to period where solar energy is available. The solar building capacity should be both simulated in a digital twin and implemented where possible at the facility. City of Cape Town will determine facilities that are going to be used for this part of the project depending on the availability of the technology at the site.

3.14 Project monitoring and performance where bidders need to determine within the methodology how the monitoring and overall performance evaluation will be done.

3.15 REQUIREMENTS FOR OT SOLUTION:



- 3.15.1** Bidders need to determine the systems architecture design, implementation, data storage (cloud-based servers and traditional servers), data engineering and the dashboards that form part of the complete solution. This includes the geyser load management devices as well as the communication devices over the long-range wireless network. The communication system or data transfer system that allows data to travel from the site to the central server (or command centre). The solutions also comprises of the Windows, MacOS, Android, iOS, HarmonyOS applications for use on PCs, tablets and smartphones. The bidder needs to provide the City of Cape Town (CoCT) with a central server of command centre where the CoCT will have the ability to access and modify the back-end or the front-end of the system should they wish to configure it to their own requirements when the system is handed over.
- 3.15.2** The OT solution should have AI learning capabilities such that the system recognises optimal energy savings and provides the CoCT users with opt-in and opt out options with the aim of exploiting those optimal energy savings. Enable CoCT users to exercise different levels of autonomy within/using the AI. Levels of autonomy should include:
- 3.15.2.1 decisions support opt in where the CoCT users and maintenance personnel may execute operations suggested by the AI
 - 3.15.2.2 decisions support opt out, where the AI will notify the CoCT users and maintenance personnel before executing actions with an ability to override these decisions at a later stage, and
 - 3.15.2.3 the last decision support option will be where well-defined actions related to safe operation of the geyser should be executed solely by the AI.
- 3.15.3** The implementation of the OT system must comply with international practices to guard against vulnerability, risk, security, etc. The OT system must comply with the requirements of as IEC 62443 and IEC 62351.
- 3.15.4** The personnel who will be implementing the OT solution should be duly authorized and accredited to the requirements of OT systems engineers.
- 3.15.5** Key project personnel requirements
- 3.15.4.1 Project Lead Preferably holds a NQF Level 8 qualification or higher in either Engineering, Science or ICT with 5 or more years' experience System Development Life Cycle (SDLC) of ICT solutions. The candidate should demonstrate experience in the management of projects in the built environment with particular specialisation in load and energy management systems, renewable energies, and smart metering systems. The experience should include concept design in projects aimed at introducing sustainability through deployment of smart energy management technologies in commercial facilities and residential houses/complexes.
- 3.15.6** ICT Solutions Architect Preferably holds a NQF Level 8 qualification or higher in IT or Computer Science or Information Systems or Software Engineering, or related field with 5 years' experience in ICT systems deployment environment. The experience must include systems architecture design, deployment, management, upgrading and troubleshooting etc. The candidate should demonstrate strong ability in the management of traditional servers as well as cloud servers. The experience must be in the deployment of OT solutions and Head-End-Systems (HES) for projects related to load and energy management systems, renewable energies, and smart metering systems.
- 3.15.7** ICT System Developer Preferably holds a NQF Level 8 qualification or higher in IT or Computer Science or Information Systems or Software Engineering, or related field with 5 years' experience in ICT systems deployment environment. The experience must include focusing on programming, systems analysis, database design, and web development, for both front-end and back-end systems.



The experience must be in the deployment of OT solutions and HES for projects related to load and energy management systems, renewable energies, and smart metering systems.

- 3.15.8** ICT Technician/Engineer Preferably holds a NQF Level 6 or higher in Information Technology/ Computer Science/ Information Systems or related with 5 years' experience in ICT systems deployment environment. The experience must include systems architecture and network design, deployment, management, upgrading and troubleshooting etc. The candidate should demonstrate strong ability in the management of communication networks, traditional servers as well as cloud servers. The experience must be in the deployment of OT solutions and HES for projects related to load and energy management systems, renewable energies, and smart metering systems.
- 3.15.9** Electrician Bidder to demonstrate having a qualified electrician that is registered with the Department of Employment and Labour and has the appropriate experience. The electrician must be in their permanent employ with the bidder or provide proof through a letter of commitment that the proposed individual will be available during the contract should the bidder be successful. A qualified electrician is one who has completed the minimum artisanal training, received a certificate confirming the training and is registered with bodies such as but not limited to Electrical Conformance Board of South Africa (ECB) recognised professional body for electricians. A qualified electrician is also one who is in possession of electrician's trade test certificate or a red seal certificate confirming his/her competency through trade testing. The electrician must have appropriate experience related to the requirement of the bid, i.e. demonstrated experience in installing water and energy saving technologies for load management projects. The electrician must have a minimum of 3 years' experience. Bidders to provide appropriate trade test certificate with their submission.
- 3.15.10** Plumber Bidder to demonstrate having a qualified plumber that is registered with appropriate experience. The plumber must be in their permanent employ with the bidder or provide proof through a letter of commitment that the proposed individual will be available during the contract should the bidder be successful. A qualified Plumber is one who has completed the minimum artisanal training, received a certificate confirming the training and is registered with bodies such as but not limited to Institute of Plumbing South Africa (IOPSA) and Plumbing Industry Registration Board (PIRB) or any SAQA recognised professional body for plumbers. A qualified plumber is also one who is in possession of a plumber's trade test certificate or a red seal certificate confirming his/her competency through trade testing. The plumber must have appropriate experience related to the requirement of the bid, i.e. demonstrated plumbing experience installing water and energy saving technologies for load management projects. The plumber must have a minimum of 3 years' experience. Bidders to provide appropriate trade test certificate with their submission. 14.7. General worker Bidder to demonstrate having general worker(s) that has minimum NQF level 4 with appropriate experience in the installation of load management technologies. The general worker should have 3 years minimum experience in projects related to the specification of the project.



6.1 Bidder's Declaration of Interest

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterpr

| | | |
|--|--|--|
| | | |
| | | |
| | | |
| | | |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.9** There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.10** I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

3 Preference Points

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender: - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Preference Points applicable:

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

| | POINTS |
|--|---------------|
| Price | 80 |
| Specific Goals | 20 |
| Total points for price and specific goals | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 SANEDI 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 SANEDI.

2. DEFINITIONS

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “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; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (f) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (g) “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;
- (h) “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (i) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (k) “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (l) “proof of B-BBEE status level of contributor” means:
- B-BBEE Status level certificate issued by an authorized body or person;
 - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - Any other requirement prescribed in terms of the B-BBEE Act;
 - “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) | | | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|------------------|---|
| | Total points possible | Indicator | Points allocated | |
| B-BBEE Status level of Contributor | 10 | Level 1 | 10 | |
| | | Level 2 | 9 | |
| | | Level 3 | 8 | |
| | | Level 4 | 5 | |
| | | Level 5 | 4 | |
| | | Level 6 | 3 | |
| | | Level 7 | 2 | |
| | | Level 8 | 1 | |
| | | Non-compliant | 0 | |
| Women | 5 | Women Owned 76% - 100% | 100% | |
| | | Women Owned 51% - 75% | 75% | |
| | | Women Owned 26% - 50% | 50% | |
| | | Women Owned 5% - 25% | 25% | |
| | | Women Owned less than 5% - 0% | 0% | |
| Youth | 2.5 | Youth Owned 76% - 100% | 100% | |
| | | Youth Owned 51% - 75% | 75% | |
| | | Youth Owned 26% - 50% | 50% | |
| | | Youth Owned 5% - 25% | 25% | |
| | | Youth Owned less than 5% - 0% | 0% | |
| Persons with Disability | 2.5 | Person with Disability 76% - 100% | 100% | |
| | | Persons with disability 51% - 75% | 75% | |
| | | Persons with disability 26% - 50% | 50% | |
| | | Persons with disability 5% - 25% | 25% | |
| | | Persons with disability less than 5% - 0% | 0% | |
| TOTAL FOR SPECIFIC GOALS | 20 | | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of the company/firm.....

4.4 Company registration number:.....

4.5 TYPE OF COMPANY/FIRM

| Type of Firm | Tick the applicable box here |
|---------------------------------------|------------------------------|
| Partnership/Joint Venture/ Consortium | |
| One-person business/sole propriety | |
| Close corporation | |
| Public Company | |
| Personal Liability Company | |
| (Pty) Limited | |
| Non -Profit Company | |
| State Owned Company | |

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |
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| | |

6.2 Certificate of Acceptance – General Conditions of Contract

I, THE UNDERSIGNED (NAME).....

Warrants that I am duly authorised to do so on behalf of the enterprise, and confirm that the terms and conditions of contract are acceptable to the enterprise and that such contract will be acceptable to the enterprise should the contract or part thereof be awarded to the enterprise, and that such contract will be signed by the enterprise within 7 days of a request to sign the contract.

Name of Enterprise Bidding:

Name of Authorised Representative

Signature of Authorised Bidder

Date

6. Pricing Schedule

| Activities as per the deliverables of the project | | | | |
|---|------------------|-------------|-------|------|
| NAME | POSITION IN TEAM | HOURLY RATE | HOURS | COST |
| Activity 1 | | | | |
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| Activity 2 | | | | |
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| Activity 3 | | | | |
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| Activity 4 | | | | |
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| Activity 5 | | | | |
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| Activity 6 | | | | |
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| | | | | |
| Additional costs | | | | |
| | | | | |
| | | | | |
| Total costs (EXCL.) VAT | | | | |
| VAT | | | | |
| Total Cost (INCL.) VAT | | | | |

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|--|--|
| <p>AMOUNT IN WORDS To be carried forward to Section 8 Form of Tender BID 0126</p> <p>..... SIGNATURE OF BIDDER</p> | |
|--|--|

I confirm that I am duly authorised to sign and certify that the price indicated on the schedule is our bid price submitted

NAME (PRINT) CAPACITY

SIGNATURE

NAME OF FIRM DATE

7. Form of Tender

| | |
|----|---|
| 1. | <p><u>Conditions of Acceptance</u></p> <ul style="list-style-type: none"> ▪ The Tenderer is required to complete this FORM of TENDER in every respect, and tenders will not be considered unless this FORM of TENDER is completed in every particular and each page is initialled by the tenderer and fully signed on this page. ▪ This Form of Tender shall be completed by the tenderer in black ink and no corrections, use of correcting fluids or any alterations will be permitted. ▪ The FORM of TENDER and price schedules shall be stated in South African Rand (ZAR) and the price indicated on the schedules shall be binding on the tenderer, and no exception shall be made for omissions, casting errors or errors of whatsoever nature. ▪ Where a tenderer is not returning a price for a line item, or costs associated with that line item are included in another line item, the tendered shall endorse that line item with the words, “No Cost” or “incorporated in Item (NO.....)” whichever being applicable. |
| 2. | <p><u>Confidentiality</u></p> <p>All information pertaining to the services acquired by SANEDI from the service provider or furnished to the service provider shall be treated as confidential by the service provider and shall not be used or furnished to any other person other than for the purposes of the services without the written Consent of the Accounting Officer unless such information is or later becomes public knowledge, other than by breach of the afore-going.</p> |
| 3. | <p>The service provider shall ensure that all its officers, employees, agents or subcontractors treat all information relating to the services as confidential.</p> |
| 4. | <p>The service provider shall ensure that proper security procedures are implemented and maintained to restrict, as far as possible, access to confidential information. The service provider shall ensure that no confidential information is copied or reproduced without prior written approval by the Accounting Officer.</p> |
| 5. | <p>Failure by the service provider to comply with the provisions of this Clause shall constitute a material breach of the contract and shall constitute a ground for termination of the contract by SANEDI, by giving the service provider thirty days’ notice.</p> |
| 6. | <p><u>Priced Proposal</u></p> <p>The Bid is a <u>FIXED PRICE PROPOSAL</u> and clause 48 shall apply. Clause 49 is not applicable.</p> |

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| 7. | FIXED PRICE PROPOSAL The price quoted in the pricing schedule and returned in the Form of Tender is returned as a FIXED PRICE PROPOSAL valid for a period of contract and is not subject to cost price escalations, foreign currency variation or additionality as agreed in the Conditions of Contract |
| 8. | The Bidder is advised that SANEDI will remit the appointed service provider directly and shall be required to comply with all remittance requirements stipulated in the Conditions of Contract specific to this appointment. |
| 9. | The Bidder is advised to plan and provide for all possible risks that may affect the delivery project on time and what mechanisms are in place to manage such risks. |
| 10 | We/I the undersigned, who warrants that they are duly authorised to do so on behalf of the enterprise, confirms that the contents of the conditions of acceptance pertaining to the FORM of TENDER are acceptable, and having fully understood the scope of works and conditions of bidding, herewith warrant that We/I have satisfied ourselves as to the correctness and sufficiency of the rates and prices set out in the Schedule and therefore offer the following PRICE and offer to undertake the works in accordance with the standards and specifications required. |
| 11 | The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that this Form of Tender is submitted in good faith, free of corrections, alterations or encumbrances and such price is binding on the enterprise for a period of 90 days from date of tender close and may be extended by mutual agreement between the parties for a further period of 90 days thereafter. |
| 12 | We/I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. |
| 13 | We/I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to SANEDI in accordance with the requirements and specifications stipulated in bid number 0823 at the price/s quoted. This offer remains binding and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid. |
| 14 | We/I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents in accordance with the SANEDI STANDARD CONDITIONS OF CONTRACT pertaining to the supply of goods and services. The Bidder is advised to familiarise themselves with the SANEDI STANDARD CONDITIONS OF CONTRACT pertaining to the supply of goods and services which can be viewed on the SANEDI Website at www.SANEDI.ORG.ZA |
| 15 | We/I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract. |
| 16 | We/I declare that we/I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid. |

I, THE UNDERSIGNED (NAME).....

Warrants that I am duly authorised to do so on behalf of the enterprise, and confirm that the Bid submitted has been checked and all prices shown are full and final, and inclusive of all taxes, levies,

duties and encumbrances, and shall remain valid for a period of 90 days from date of Quotation Closure as depicted in the Submission Data Section of this Bid Document

Therefore our TOTAL Tender Price in respect of the Goods and Services requested under this Call for Proposals (**BID REF 0126**) as stated in South African Rand (ZAR) and upon the terms and conditions set out in the Bid Document free of exceptions, amendments or qualifications save those listed in Schedule 9 shall be:

Tender Amount **R**

Amount in Words

.....

Name of Enterprise Bidding:

Name of Authorised Representative

Signature of Authorised Bidder

Date